

HOLTZMAN VOGEL JOSEFIAK TORCHINSKY PLLC*Attorneys at Law*

45 North Hill Drive • Suite 100 • Warrenton, VA 20186

March 5, 2018

Nicholas Mueller, Esq.
 Office of General Counsel
 Federal Election Commission
 999 E Street, NW
 Washington, DC 20463

2018 MAR - 6 PM 2: 08

OFFICE OF
GENERAL COUNSEL***Re: Response of GEO Corrections Holdings, Inc. in MUR 7180***

Dear Mr. Mueller,

In our Response of January 20, 2017, we submitted information and sworn affidavits demonstrating that the allegations made in the Complaint were factually incorrect and that GEO Corrections Holdings, Inc. (GCH), was not a federal contractor and had not violated the federal contractor contribution prohibition. Nevertheless, the Commission found that “the available information ... suggests that [GCH] *may have been* a federal contractor when it made its contributions to RAN and to other committees.” MUR 7180, Factual and Legal Analysis (FLA) at 2 (emphasis added). The Commission found reason to believe and “authorize[d] an investigation to determine whether [GCH] was a federal contractor at the time it made its contributions in 2015 and 2016.” *Id.*

Please find below additional information and explanation regarding the present matter. We reiterate that GCH was *not* a federal government contractor when it made the contributions at issue.

I. GEO Corrections Holdings, Inc. Does Not Contract with the Federal Government

As previously explained in the Response, “[t]he federal government’s contract for services in connection with the D. Ray James Detention Facility is not with GEO Corrections Holdings, Inc., but with Cornell Companies, Inc (Cornell). Cornell Companies, Inc. contracts with, and receives funds from, the U.S. Department of Justice. *See* Affidavit of Amber Martin at ¶ 2.” The FLA appears to ignore this specific sworn statement, and instead focuses on the more general Paragraph 6 of Ms. Martin’s affidavit, where she states: “GEO Corrections Holdings,

Inc. does not seek, negotiate, hold, or perform any federal government contracts, or any government contracts of any kind.”

With respect to Ms. Martin’s sworn statements, the FLA finds that they “are all phrased in the present tense, leaving open the possibility that [GCH] was the contractor at the time of the contributions.” *Id.* The phrasing of Ms. Martin’s averments simply reflects the fact that the federal contract to operate the D. Ray James Detention Facility was originally entered into by Cornell Companies, Inc. and that the contract continues with Cornell at present. GEO Corrections Holdings, Inc., is not now, and was not at the time of the contributions at issue, a federal government contractor.

In order to remove any doubt the Commission may have, we attach federal contract number DJB1PC012, for the operation of the D. Ray James Detention Facility. *See* Exhibit A. This contract conclusively demonstrates that the contracting party was *not* at any time, and is *not* at present, GCH. Rather, this contract was awarded to Cornell Companies, Inc. in January 2010, has been in effect since that time, and expires later this year. *Id.*; *see also* Response of January 20, 2017 at 3 (“The federal government’s contract for services in connection with the D. Ray James Detention Facility is not with GEO Corrections Holdings, Inc., but with Cornell Companies, Inc. Cornell Companies, Inc. contracts with, and receives funds from, the U.S. Department of Justice. *See* Affidavit of Amber Martin at ¶ 2.”); Response of January 20, 2017 at 4 (“Neither GEO Corrections Holdings, Inc., nor GEO Reentry Services, LLC, is a party to any federal contract involving the D. Ray James Detention Facility. *See* Affidavit of Amber Martin at ¶ 3.”); Response of January 20, 2017 at 4 (“GEO Corrections Holdings, Inc. does not operate the D. Ray James Detention Facility, and GEO Corrections Holdings, Inc. does not hold any contract, federal or otherwise, to provide services in connection with the D. Ray James Detention Facility. *See* Affidavit of Amber Martin at ¶ 4.”); Response of January 20, 2017 at 5 (“GEO Corrections Holdings, Inc. does not contract with any government entities, and does not provide services of any kind to any entities outside The GEO Group family of companies. Accordingly, GEO Corrections Holdings, Inc. has no government contracts of any kind. *See* Affidavit of Amber Martin at ¶ 6.”); Response of January 20, 2017 at 7 (“GEO Corrections Holdings, Inc. does not hold any government contracts (federal, state, or local), and was not a federal contractor at the time the contributions at issue were made.”); Response of January 20, 2017 at 14 (“GEO Corrections Holdings, Inc., did not at the relevant times (and does not currently) hold any federal contract.”).

The GEO Group, Inc., acquired Cornell Companies, Inc., on August 12, 2010 via a “reverse-triangular” merger. Cornell has been a wholly-owned subsidiary of The GEO Group since that time. *See* Response of January 20, 2017 at 3 (“Cornell Companies, Inc. was acquired by The GEO Group, Inc. via a “reverse-triangular merger” in 2010, and is now a wholly-owned subsidiary of The GEO Group, Inc.”) (footnote omitted). (GCH was not incorporated until December 26, 2012.)

On December 31, 2012, Cornell Companies, Inc., entered into an inter-company services agreement with CCG I, LLC, a former Cornell subsidiary also acquired by GEO in the 2010 merger, in order to subcontract performance of the D. Ray James contract. From December 31, 2012 through December 31, 2017, CCG I, LLC was the employer for all “GEO” personnel at D. Ray James. On December 31, 2017, CCG I, LLC merged into GEO Corrections and Detention, LLC, and GEO Corrections and Detention, LLC has been the personnel employer for the facility since that date.

Also attached are two modifications to the D. Ray James contract that identify the contracting party as Cornell Companies, Inc. The first, Modification 53, dated October 10, 2014, incorporates the collective bargaining agreement between The GEO Group, Inc. and the International Union, Security, Police and Fire Professionals of America (SPFPA). *See Exhibit B.* The second modification, Modification 88, dated January 25, 2018, incorporates the replacement collective bargaining agreement between the union and GEO Corrections and Detention, LLC. *See Exhibit C.* Both modifications further demonstrate that Cornell Companies, Inc., not GCH, was the federal contractor during the entire course of the D. Ray James contract.

The collective bargaining agreement, attached as Exhibit D, incorporated into the contract via Modification 53 is the end result – that is, the final outcome – of the 2013 NLRB complaint cited in the Complaint. The collective bargaining agreement is between The GEO Group, Inc. and the SPFPA. GCH was not a party to the collective bargaining agreement that resolved the referenced NLRB matter. In addition, this collective bargaining agreement was entered into by and between a private company and a non-governmental labor union on behalf of non-governmental employees. Thus, this collective bargaining agreement does not make GCH – or any other entity – a federal government contractor.

II. GEO Corrections Holdings, Inc. – Contracts Generally

GCH maintains a series of “inter-company” employee sharing and service agreements with a number of subsidiaries and affiliates of The GEO Group, Inc. Under these contracts, GCH provides corporate administrative and employee-related services to the various subsidiaries and affiliates. *See Response of January 20, 2017 at 5.* In preparing the Response of January 20, 2017, the Respondent performed a thorough review of all contracts to which GCH was a party during the period at issue. Nearly all of GCH’s contracts were (or are) with other subsidiaries and affiliates of The GEO Group, Inc. During the period 2015-2016, GCH had only two contracts with “external” parties (*i.e.*, entities other than subsidiaries and affiliates of The GEO Group, Inc.).

One of these “external” contracts was a collective bargaining agreement with the United Government Security Officers of America International Union (UGSOA) and its Local #840, effective from January 24, 2014 through January 23, 2017. The second “external” contract was a collective bargaining agreement with the UGSOA and its Local #880, effective from July 3,

2015 to July 2, 2018. None of these entities are units of the federal government, and the union employees covered by these CBAs are not federal government employees.

GCH entered into both collective bargaining agreements as the nominal employer of unionized personnel at U.S. Immigration and Customs Enforcement (ICE) facilities in Aurora, Colorado and Adelanto, California. By their incorporation into the contracts for the facilities, both agreements were assigned to GEO Corrections and Detention, LLC, which has operated the facilities involved in the agreements at all times relevant to this proceeding. The Aurora agreement was incorporated into The GEO Group, Inc.'s contract with ICE on September 11, 2014 (retroactively effective to January 24, 2014). The Adelanto agreement was incorporated into the intergovernmental services agreement between the City of Adelanto and ICE on September 1, 2015.

III. National Labor Relations Board Matter

The FLA also indicates that the Commission seeks additional information regarding representations made in a 2013 National Labor Relations Board (NLRB) matter. According to the FLA,

[b]ecause the GEO Respondents cannot sufficiently rebut why [GCH] asserted that it was the employer for the federal facility in its statement before the NLRB, the Commission believes that the facts support a reasonable inference that [GCH] was a federal contractor for as long as the Georgia Detention Facility has been under The GEO Group's ownership.

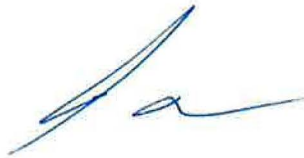
FLA at 7 n.33. The referenced NLRB filings are from 2013, pre-date the contributions at issue, and simply do not provide a reason to believe that GCH was a federal contractor two and three years later. Nevertheless, and as noted above, GCH was *not* a federal contractor at the time of the NLRB filings, despite what those filings may indicate.

The petition filed with the NLRB that initiated the 2013 matter was submitted by the SPFPA against GEO Corrections and Detention, LLC. *See* Exhibit E. The documents filed in the matter identified GEO Corrections and Detention, LLC as the "employer." The Respondent previously acknowledged that "[i]t is unclear why GEO Corrections Holdings, Inc., is identified as the employer in the NLRB action referenced in the Complaint." Response of January 20, 2017 at 3. Upon further review, it appears that the statements at issue were simply a matter of confusion. The NLRB action was filed on February 6, 2013. Approximately one month earlier, The GEO Group, Inc., underwent a conversion to a real estate investment trust (REIT). As part of this conversion, employees were "reallocated" among The GEO Group, Inc. and various operating subsidiaries, including GCH, GEO Corrections and Detention, LLC, and CCG I, LLC. We believe that the sweeping changes caused by the corporate restructuring contributed to some uncertainty in the NLRB matter, and the counsel involved in that matter may have been unaware of the inter-company agreement between Cornell Companies, Inc., and CCG I, LLC, referenced above, and simply identified the wrong "employer" in the action.

Nevertheless, as previously mentioned, the outcome of the NLRB matter was a collective bargaining agreement between The GEO Group, Inc.,¹ and the SPFPA, effective January 24, 2014. *See* Exhibit D. A contract modification dated September 11, 2014, was executed by Cornell Companies, Inc., the facility contractor, which incorporated the CBA into Cornell's contract, and assigned the collective bargaining agreement to Cornell (and by extension, CCG I, LLC, who actually employed the unionized officers). *See* Exhibit B. GCH has never been the employer at D. Ray James. And, as the D. Ray James contract and its modifications make clear, Cornell Companies, Inc. was, at all relevant times, the legal entity that holds the contract with the federal government.

Please feel free to contact us if you have any questions or require any additional information in this matter.

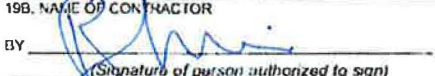

Sincerely,

A handwritten signature in blue ink, appearing to be 'Jason Torchinsky', written over a horizontal line.

Jason Torchinsky
Michael Bayes

¹ The GEO Group, Inc. was neither the actual nor the named employer in this matter. The GEO Group, Inc. negotiated the CBA as the corporate parent company for the sake of efficiency. The CBA was then assigned to the appropriate subsidiary company by incorporating the CBA into the underlying government contract. The fact that the CBA was initially negotiated by The GEO Group, Inc. did not make The GEO Group, Inc. the employer or the government contractor.

Exhibit A
Federal Contract #DJB1PC012

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		OAS Clearance Control Number: 1103-0018		
2. CONTRACT (Proc Inst Inst) NO DJ31PC012		3. EFFECTIVE DATE 01/12/2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO				
5. ISSUED BY DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW - ROOM 5005 WASHINGTON, DC 20534		CODE CO		6. ADMINISTERED BY (If other than item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORNELL COMPANIES, INC. 1700 WEST LOOP SOUTH, STE 1500 HOUSTON, TX 77027-3089				8. DELIVERY <input type="checkbox"/> FOB OR GIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NET 30		
CODE: 760433642		FACILITY CODE: 797470549		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM		
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY Federal Bureau of Prisons PRIVATIZATION MANAGEMENT BRANCH 400 FIRST STREET, NW SECOND FLOOR WASHINGTON, DC 20534		CODE		CO		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 18 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		14. ACCOUNTING AND APPROPRIATION DATA See Schedule						
15A. ITEM NO		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		
		PROVIDE SERVICES FOR THE MANAGEMENT AND OPERATION OF A CORRECTIONAL FACILITY IN ACCORDANCE WITH RFP-PCC-0014. See Continuation Sheet(s)				15E. UNIT PRICE		
						15F. AMOUNT		
						15G. TOTAL AMOUNT OF CONTRACT \$206,510,787.25		
16. TABLE OF CONTENTS								
(X)	SEC	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	
PART I - SCHEDULE					PART II - CONTRAC CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		1	X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		4	PART III - LIST OF DOCUMENTS, EXIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS WORK STATEMENT		10	X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		64	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		65	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE		69		L	INSTRS., CONDS, AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		71	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS		75				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE								
17. <input checked="" type="checkbox"/> CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>RFP-PCC-0014</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print) BENJAMIN ERWIN SVP CORPORATE DEVELOPMENT				20A. NAME OF CONTRACTING OFFICER Doug Mariz				
19B. NAME OF CONTRACTOR BY 				19C. DATE SIGNED 1-12-10		20B. UNITED STATES OF AMERICA BY 		
(Signature of person authorized to sign)						20C. DATE SIGNED 01/12/2010 (Signature of Contracting Officer)		

Standard Form (SF) 26- Continuation Page

Contract Number: DJB1PC012 Solicitation Number:RFP-PCC-0014

Block 15G of SF-26 is the total estimated amount for the four year base period and is contingent upon FAR 52.232-13 Availability of Funds

In accordance with Item 17 - Contractor's Negotiated Agreement, the rights and obligations of the parties to this contract shall also be subject to and governed by the following:

I. Incorporated Changes:

D. Section J - List of Attachments

1. The following sections were removed:
 - a. J-10 Business Management Questionnaire
 - b. J-12 Question Submittal Form
 - c. J-13 Offeror's Intent to Propose
 - d. J-15 Procedural Guidance Complying With National Environmental Policy Act Requirements

II. Items Incorporated Into Contract DJB1PC012:

A. Amendments to solicitation RFP-PCC-0014

1. Amendment 1 to solicitation RFP-PCC-0014, dated 6/12/2008
2. Amendment 2 to solicitation RFP-PCC-0014, dated 6/30/2008
3. Amendment 3 to solicitation RFP-PCC-0014, dated 7/30/2008
4. Amendment 4 to solicitation RFP-PCC-0014, dated 8/8/2008
5. Amendment 5 to solicitation RFP-PCC-0014, dated 8/27/2008
6. Amendment 6 to solicitation RFP-PCC-0014, dated 3/18/2009
7. Amendment 7 to solicitation RFP-PCC-0014, dated 6/08/2009

8. Amendment 8 to solicitation RFP-PCC-0014, dated 8/27/2009
9. Amendment 9 to solicitation RFP-PCC-0014, dated 9/29/2009
10. Amendment 10 to solicitation RFP-PCC-0014, dated 10/22/2009
11. Amendment 11 to solicitation RFP-PCC-0014, dated 11/23/2009

- B. Cornell's Price Proposal Revision dated 12/7/2009
- C. Cornell's Subcontracting Plan Revision dated 4/14/2009 and approved 12/5/2009

III. Items Incorporated by Reference:

- A. Cornell's Offer and Other Documents
 1. Initial Proposal dated 9/16/2008

- B. Cornell's Technical Proposals
 1. Initial Proposal dated 9/16/2008
 2. Revisions dated 4/14/2009
 3. Revisions dated 12/7/2009
 4. Clarifications dated 12/10/2009

- C. Cornell's Final Proposal Revision Letter dated 12/7/2009

- IV. In the event a conflict exists between the contract terms (including the statement of work) and Cornell's proposal, the contract terms shall take precedence.
- V. The base period of the contract shall be 48 months from the date the Notice to Proceed is issued.
- VI. The total amount of the contract as set forth in Block 15G. of the SF 26 is estimated amount for the four-year base period.

//Last Item//

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 1	3. EFF. DATE 6/12/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON DC 20534		7. ADMINISTERED BY (if other than item 6) CODE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON DC 20534		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CCGI Corporation 1700 West Loop South, Suite 1500 Houston, TX 77027			9A. AMENDMENT OF SOLICITATION NO. X RFP-PCC-0014	9B. DATED (SEE ITEM 11) 06/12/2008
CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. 1	
FACILITY CODE			10B. DATED (SEE ITEM 13)	

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 1 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)

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

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)
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office

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

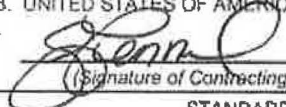
The purpose of this amendment is to revise the cover letter of the solicitation.
The second sentence of the second paragraph shall read as follows:

"Either solicitation may result in awards up to approximately 2,650 beds;
however, the combined resulting awards from both solicitations will not exceed a maximum award of approximately 3,814 beds."

All other terms and conditions remain the same.

//Last item//

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Benjamin E. Erwin Senior Vice President, Corporate Development	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMANDA J. PENNELL
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 8/1/08
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/12/2008

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 2	3. EFF. DATE 06/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET NW ROOM 5006 WASHINGTON DC 20534		7. ADMINISTERED BY (If other than Item 6) FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET NW ROOM 5006 WASHINGTON DC 20534		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
			9B. DATED (SEE ITEM 11) 06/12/2008	
			10A. MODIFICATION OF CONTRACT/ORDER NO. /	
CODE			10B. DATED (SEE ITEM 13)	
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:				
(a) By completing Items 8 and 15, and returning <u>1</u> 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
THE PURPOSE OF THIS AMENDMENT IS TO CLARIFY LANGUAGE WITHIN THE COVER LETTER OF THE SOLICITATION. THE SECOND PARAGRAPH WAS REVISED AS FOLLOWS:				
- 2ND SENTENCE REMOVES THE FOLLOWING LANGUAGE, "EITHER SOLICITATION MAY RESULT IN AWARDS UP TO APPROXIMATELY 2,650 BEDS."				
- THE FOLLOWING SENTENCE WAS ADDED: "THE BOP ANTICIPATES DATE OF AWARD ON OR ABOUT MARCH 2009."				
THE ATTACHED REVISED COVER LETTER REPLACES THE ORIGINAL IN ITS ENTIRETY.				
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)		
		AMANDA J. PENNEL		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY //S//	6/30/2008	
		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 2	3. EFF. DATE 06/30/2008	4. REQUISITION/PURCHASE REQ. NO.	PAGE 2	OF PAGES 2

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

THE PRESOLICITATION NOTICE FOR RFP-PCC-0014 HAS ALSO BEEN AMENDED.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

//LAST ITEM//

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 3	3. EFF. DATE 7/30/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON DC 20534		7. ADMINISTERED BY (if other than Item 6) CODE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON DC 20534		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) CCGI Corporation 1700 West Loop South, Suite 1500 Houston, TX 77027		X	9A. AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
CODE			9B. DATED (SEE ITEM 11) 06/12/2008	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. /		10B. DATED (SEE ITEM 13)

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 1 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)

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

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)

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


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

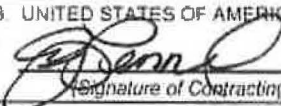
This amendment hereby extends the due date for receipt of proposals. Proposals must be received by the Contracting Officer by 2:00 PM Eastern Time, Tuesday, September 16, 2008.

All other terms and conditions remain the same.

//Last Item//

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) Benjamin E. Erwin Senior Vice President, Corporate Development		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Amanda J. Pennel	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 8/1/08	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/30/2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 4		3. EFF. DATE 09/08/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET NW ROOM 5006 WASHINGTON DC 20534		7. ADMINISTERED BY (if other than item 6) FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET NW ROOM 5006 WASHINGTON DC 20534		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO. X RFP-PCC-0014		
		9B. DATED (SEE ITEM 11) 06/12/2008		
		10A. MODIFICATION OF CONTRACT/ORDER NO. 1		
CODE		10B. DATED (SEE ITEM 13)		
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:				
(a) By completing items 8 and 15, and returning <u>1</u> 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
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 rate, 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 <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
This amendment hereby incorporates the following attached Department of Labor Wage Determinations into the solicitation:				
Wage Determination No.: Revision No.: Date of Last Revision:				
Attachment 1:				
2005-2023 9 05/29/2008				
2005-2043 8 05/29/2008				
2005-2118 6 05/29/2008				
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)		
		Antonia J. Pennel		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)				BY 
				16C. DATE SIGNED 08/08/2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	PAGE	OF	PAGES
4	05/08/2008		2		2

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

Attachment II:

2005-2295	6	06/26/2008
2005-2297	5	06/12/2008
2005-2361	7	07/25/2008

Attachment III:

2005-2137	6	05/29/2008
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All other terms and conditions remain the same.

//Last item//

200521156

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2115
Shirley F.Ebbesen	Division of	Revision No.: 6
Director	Wage Determinations	Date Of Last Revision: 05/29/2008

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor

Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.06
01012 - Accounting Clerk II	12.83
01013 - Accounting Clerk III	16.03
01020 - Administrative Assistant	17.65
01040 - Court Reporter	14.34
01051 - Data Entry Operator I	11.02
01052 - Data Entry Operator II	13.15
01060 - Dispatcher, Motor Vehicle	16.74
01070 - Document Preparation Clerk	11.31

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01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		10.37
01112 - General Clerk II		11.80
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		15.84
01141 - Messenger Courier		10.89
01191 - Order Clerk I		11.14
01192 - Order Clerk II		12.65
01261 - Personnel Assistant (Employment) I		13.07
01262 - Personnel Assistant (Employment) II		14.62
01263 - Personnel Assistant (Employment) III		16.30
01270 - Production Control Clerk		18.78
01280 - Receptionist		10.56
01290 - Rental Clerk		10.75
01300 - Scheduler, Maintenance		12.70
01311 - Secretary I		12.70
01312 - Secretary II		14.21
01313 - Secretary III		15.84
01320 - Service Order Dispatcher		14.62
01410 - Supply Technician		17.65
01420 - Survey Worker		12.51
01531 - Travel Clerk I		11.42
01532 - Travel Clerk II		12.45
01533 - Travel Clerk III		13.42
01611 - Word Processor I		12.42
01612 - Word Processor II		15.29
01613 - Word Processor III		17.11
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.96
05010 - Automotive Electrician		16.74
05040 - Automotive Glass Installer		14.73
05070 - Automotive Worker		14.73

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05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.68
07041 - Cook I	9.54
07042 - Cook II	10.72
07070 - Dishwasher	7.78
07130 - Food Service Worker	9.21
07210 - Meat Cutter	12.74
07260 - Waiter/Waitress	8.20
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.02
09040 - Furniture Handler	9.62
09080 - Furniture Refinisher	15.02
09090 - Furniture Refinisher Helper	11.17
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	15.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.07
11060 - Elevator Operator	9.07
11090 - Gardener	12.04
11122 - Housekeeping Aide	9.33

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11150 - Janitor		9.92
11210 - Laborer, Grounds Maintenance		10.60
11240 - Maid or Houseman		8.15
11260 - Pruner		10.07
11270 - Tractor Operator		11.51
11330 - Trail Maintenance Worker		10.60
11360 - Window Cleaner		10.89
12000 - Health Occupations		
12010 - Ambulance Driver		15.60
12011 - Breath Alcohol Technician		17.67
12012 - Certified Occupational Therapist Assistant		24.19
12015 - Certified Physical Therapist Assistant		18.43
12020 - Dental Assistant		14.78
12025 - Dental Hygienist		27.39
12030 - EKG Technician		17.81
12035 - Electroneurodiagnostic Technologist		17.81
12040 - Emergency Medical Technician		14.96
12071 - Licensed Practical Nurse I		15.80
12072 - Licensed Practical Nurse II		17.67
12073 - Licensed Practical Nurse III		18.47
12100 - Medical Assistant		11.84
12130 - Medical Laboratory Technician		16.54
12160 - Medical Record Clerk		12.77
12190 - Medical Record Technician		14.72
12195 - Medical Transcriptionist		13.71
12210 - Nuclear Medicine Technologist		32.30
12221 - Nursing Assistant I		9.27
12222 - Nursing Assistant II		10.43
12223 - Nursing Assistant III		11.39
12224 - Nursing Assistant IV		12.77
12235 - Optical Dispenser		15.98
12236 - Optical Technician		12.12

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12250 - Pharmacy Technician	12.22
12280 - Phlebotomist	12.77
12305 - Radiologic Technologist	22.36
12311 - Registered Nurse I	20.99
12312 - Registered Nurse II	25.69
12313 - Registered Nurse II, Specialist	25.69
12314 - Registered Nurse III	31.09
12315 - Registered Nurse III, Anesthetist	31.09
12316 - Registered Nurse IV	37.23
12317 - Scheduler (Drug and Alcohol Testing)	20.51
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.11
13012 - Exhibits Specialist II	19.95
13013 - Exhibits Specialist III	24.41
13041 - Illustrator I	16.11
13042 - Illustrator II	19.95
13043 - Illustrator III	24.41
13047 - Librarian	22.10
13050 - Library Aide/Clerk	11.09
13054 - Library Information Technology Systems Administrator	20.85
13058 - Library Technician	12.87
13061 - Media Specialist I	14.40
13062 - Media Specialist II	16.11
13063 - Media Specialist III	17.96
13071 - Photographer I	12.92
13072 - Photographer II	16.00
13073 - Photographer III	18.79
13074 - Photographer IV	22.98
13075 - Photographer V	27.81
13110 - Video Teleconference Technician	15.10
14000 - Information Technology Occupations	

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14041 - Computer Operator I		13.41
14042 - Computer Operator II		14.44
14043 - Computer Operator III		16.96
14044 - Computer Operator IV		20.82
14045 - Computer Operator V		23.11
14071 - Computer Programmer I (1)		22.00
14072 - Computer Programmer II (1)		
14073 - Computer Programmer III (1)		
14074 - Computer Programmer IV (1)		
14101 - Computer Systems Analyst I (1)		
14102 - Computer Systems Analyst II (1)		
14103 - Computer Systems Analyst III (1)		
14150 - Peripheral Equipment Operator		15.41
14160 - Personal Computer Support Technician		20.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		25.63
15020 - Aircrew Training Devices Instructor (Rated)		31.00
15030 - Air Crew Training Devices Instructor (Pilot)		34.10
15050 - Computer Based Training Specialist / Instructor		24.27
15060 - Educational Technologist		21.78
15070 - Flight Instructor (Pilot)		34.10
15080 - Graphic Artist		20.70
15090 - Technical Instructor		18.93
15095 - Technical Instructor/Course Developer		23.16
15110 - Test Proctor		15.29
15120 - Tutor		15.29
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.12
16030 - Counter Attendant		8.12
16040 - Dry Cleaner		10.36
16070 - Finisher, Flatwork, Machine		8.12
16090 - Presser, Hand		8.12

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16110 - Presser, Machine, Drycleaning	8.12
16130 - Presser, Machine, Shirts	8.12
16160 - Presser, Machine, Wearing Apparel, Laundry	8.12
16190 - Sewing Machine Operator	11.04
16220 - Tailor	11.72
16250 - Washer, Machine	8.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.70
19040 - Tool And Die Maker	21.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.90
21030 - Material Coordinator	18.78
21040 - Material Expediter	18.78
21050 - Material Handling Laborer	11.90
21071 - Order Filler	10.40
21080 - Production Line Worker (Food Processing)	13.90
21110 - Shipping Packer	13.53
21130 - Shipping/Receiving Clerk	13.53
21140 - Store Worker I	9.06
21150 - Stock Clerk	12.91
21210 - Tools And Parts Attendant	13.90
21410 - Warehouse Specialist	13.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.54
23021 - Aircraft Mechanic I	21.46
23022 - Aircraft Mechanic II	22.54
23023 - Aircraft Mechanic III	23.66
23040 - Aircraft Mechanic Helper	13.64
23050 - Aircraft, Painter	18.68
23060 - Aircraft Servicer	15.99
23080 - Aircraft Worker	17.17

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23110 - Appliance Mechanic		15.85
23120 - Bicycle Repairer		12.87
23125 - Cable Splicer		22.36
23130 - Carpenter, Maintenance		15.90
23140 - Carpet Layer		15.91
23160 - Electrician, Maintenance		18.39
23181 - Electronics Technician Maintenance I		20.59
23182 - Electronics Technician Maintenance II		22.67
23183 - Electronics Technician Maintenance III		24.00
23260 - Fabric Worker		15.41
23290 - Fire Alarm System Mechanic		17.39
23310 - Fire Extinguisher Repairer		14.25
23311 - Fuel Distribution System Mechanic		21.25
23312 - Fuel Distribution System Operator		18.23
23370 - General Maintenance Worker		15.08
23380 - Ground Support Equipment Mechanic		21.46
23381 - Ground Support Equipment Servicer		15.99
23382 - Ground Support Equipment Worker		17.17
23391 - Gunsmith I		16.81
23392 - Gunsmith II		18.67
23393 - Gunsmith III		20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic		17.70
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)		18.58
23430 - Heavy Equipment Mechanic		17.49
23440 - Heavy Equipment Operator		18.30
23460 - Instrument Mechanic		23.23
23465 - Laboratory/Shelter Mechanic		17.71
23470 - Laborer		11.90
23510 - Locksmith		15.02
23530 - Machinery Maintenance Mechanic		22.01
23550 - Machinist, Maintenance		18.36

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23580 - Maintenance Trades Helper		11.17
23591 - Metrology Technician I		23.23
23592 - Metrology Technician II		24.38
23593 - Metrology Technician III		25.60
23640 - Millwright		19.60
23710 - Office Appliance Repairer		19.74
23760 - Painter, Maintenance		15.02
23790 - Pipefitter, Maintenance		18.12
23810 - Plumber, Maintenance		17.03
23820 - Pneudraulic Systems Mechanic		18.87
23850 - Rigger		19.65
23870 - Scale Mechanic		16.55
23890 - Sheet-Metal Worker, Maintenance		19.44
23910 - Small Engine Mechanic		14.06
23931 - Telecommunications Mechanic I		22.88
23932 - Telecommunications Mechanic II		24.29
23950 - Telephone Lineman		20.88
23960 - welder, Combination, Maintenance		16.07
23965 - well Driller		16.82
23970 - woodcraft Worker		18.87
23980 - Woodworker		12.11
24000 - Personal Needs Occupations		
24570 - Child Care Attendant		8.70
24580 - Child Care Center Clerk		12.73
24610 - Chore Aide		8.31
24620 - Family Readiness And Support Services Coordinator		13.37
24630 - Homemaker		18.59
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender		21.43
25040 - Sewage Plant Operator		20.45
25070 - Stationary Engineer		21.43
25190 - Ventilation Equipment Tender		14.87

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25210 - Water Treatment Plant Operator	20.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.11
27007 - Baggage Inspector	9.62
27008 - Corrections Officer	13.12
27010 - Court Security Officer	13.12
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	13.12
27070 - Firefighter	12.05
27101 - Guard I	9.62
27102 - Guard II	13.68
27131 - Police Officer I	18.34
27132 - Police Officer II	20.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.06
28042 - Carnival Equipment Repairer	10.21
28043 - Carnival Equipment Worker	8.18
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	17.10
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.26
29020 - Hatch Tender	17.26
29030 - Line Handler	17.26
29041 - Stevedore I	16.11
29042 - Stevedore II	18.46
30000 - Technical Occupations	

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30010	- Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011	- Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021	- Archeological Technician I	14.14
30022	- Archeological Technician II	15.82
30023	- Archeological Technician III	19.60
30030	- Cartographic Technician	19.60
30040	- Civil Engineering Technician	20.58
30061	- Drafter/CAD Operator I	14.76
30062	- Drafter/CAD Operator II	18.27
30063	- Drafter/CAD Operator III	20.00
30064	- Drafter/CAD Operator IV	21.71
30081	- Engineering Technician I	11.79
30082	- Engineering Technician II	15.06
30083	- Engineering Technician III	18.49
30084	- Engineering Technician IV	21.71
30085	- Engineering Technician V	26.51
30086	- Engineering Technician VI	32.13
30090	- Environmental Technician	17.83
30210	- Laboratory Technician	20.56
30240	- Mathematical Technician	21.52
30361	- Paralegal/Legal Assistant I	16.52
30362	- Paralegal/Legal Assistant II	20.72
30363	- Paralegal/Legal Assistant III	25.34
30364	- Paralegal/Legal Assistant IV	30.68
30390	- Photo-Optics Technician	21.52
30461	- Technical Writer I	19.12
30462	- Technical Writer II	23.38
30463	- Technical Writer III	27.29
30491	- Unexploded Ordnance (UXO) Technician I	21.58
30492	- Unexploded Ordnance (UXO) Technician II	26.11
30493	- Unexploded Ordnance (UXO) Technician III	31.30

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30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.59
30621 - weather Observer, Senior (2)	21.78
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	17.28
31043 - Driver Courier	14.66
31260 - Parking and Lot Attendant	7.86
31290 - Shuttle Bus Driver	15.41
31310 - Taxi Driver	10.31
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	18.36
31364 - Truckdriver, Tractor-Trailer	18.36
99000 - Miscellaneous Occupations	
99030 - Cashier	8.29
99050 - Desk Clerk	9.58
99095 - Embalmer	23.86
99251 - Laboratory Animal Caretaker I	9.89
99252 - Laboratory Animal Caretaker II	10.39
99310 - Mortician	24.27
99410 - Pest Controller	14.06
99510 - Photofinishing Worker	12.21
99710 - Recycling Laborer	12.61
99711 - Recycling specialist	17.03
99730 - Refuse collector	11.19
99810 - Sales Clerk	12.00
99820 - School Crossing Guard	10.36
99830 - Survey Party Chief	18.02
99831 - Surveying Aide	10.21

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99832 - Surveying Technician		13.99
99840 - Vending Machine Attendant		11.62
99841 - Vending Machine Repairer		14.63
99842 - Vending Machine Repairer Helper		11.62

□

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

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

for some or all occupations within those job families if the survey data indicates

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime

(i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials

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which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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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.

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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.

OFFEROR: _____

LOCATION: _____

PRICING SCHEDULE - BASE PERIOD

90% CONTRACT BEDS: Number of Contract Beds _____

100% CONTRACT BEDS: Number of Contract Beds _____

115% CONTRACT BEDS: Number of Contract Beds _____

FIUP will apply when the average number of inmates, in a monthly payment period, exceeds 90% of the contract beds (See FIUP calculation explanation, page 6)

BASE YEAR #1 (12 MONTHS) (includes Ramp Up Price)

Inmates up to (50%)	(50%+1) Inmates to(90%)	(90%+1) Inmates (115%)
Monthly Ramp Up Price (Estimated 3 months): \$ _____ Per month	Monthly Operating Price (MOP) (Estimated 9 months): \$ _____ Per month	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$ _____ Per day

Total Price/AOP (Ramp Up X 3 Months)+(MOP X 9 Months)+(FIUP to 115%):\$ _____

FIUP Can only apply to the nine month period and should be calculated as such.

BASE YEAR #2 (12 MONTHS)

Inmates up to(90%)	(90%+1) Inmates up to (115%)
Monthly Operating Price (MOP) : \$ _____	Fixed Incremental Unit Price (FIUP) Per Inmate Day: \$ _____

Total Price/AOP (MOP x 12 Months)+(FIUP to 115%): \$ _____

BASE YEAR #3 (12 MONTHS)

Inmates up to(90%)	(90%+1) Inmates up to (115%)
Monthly Operating Price (MOP) : \$ _____	Fixed Incremental Unit Price (FIUP) Per Inmate Per Day: \$ _____

Total Price/AOP (MOP x 12)+(FIUP to 115%): \$ _____

BASE YEAR #4 (12 MONTHS)

Inmates up to(90%)	(90%+1) Inmates up to (115%)
Monthly Operating Price (MOP) : \$ _____	Fixed Incremental Unit Price (FIUP) Price Per Inmate Day: \$ _____

Total Price/AOP (MOP x 12)+(FIUP to 115%): \$ _____

RFP-PCC-0014**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2007	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR

		PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN
52.219-25	APR 2008	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS W WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE

		VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965
52.222-43	NOV 2006	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	MAR 2007	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED PRICE
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of Clause]

I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)–

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites–

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b) (3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Office of the Inspector General (OIG)
 Fraud Detection Office
 Attn: Poster Request
 1300 N. 17th Street, Ste 3200
 Arlington, VA 22209

Each request for posters must state the contract number and awarding component/bureau, provide a point of contact (with telephone number), mailing and/or Fed Ex address, and the quantity of posters requested. Although Department of Homeland Security (DHS) posters are mentioned, **always** use the DOJ poster developed by our OIG.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance

of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

[End of Clause]

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the current period.

[End of Clause]

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

[End of Clause]

I.6 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.*

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that

have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

 Offer elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of clause]

I.7 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues

and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this

clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS	
Warehouse Specialist	WS-5	\$16.62
Chief Cook/Steward	WS-8	\$21.20
Instructor	GS-11	\$23.07
Secretary IV	GS-7	\$15.59
Secretary III	GS-6	\$14.03
Corrections Officer	GS-5	\$12.58
Personnel Assistant IV	GS-7	\$15.59
Personnel Assistant II	GS-5	\$12.58
Nursing Assistant	GS-7	\$15.59
Carpenter, Maintenance	WS-8	\$21.20
Automotive Worker	WS-8	\$21.20
Librarian	GS-11	\$23.07
Paralegal/Legal Assistant	GS-11	\$23.07

Stationary Engineer	WS-8	\$21.20
Licensed Practical Nurse	GS-7	\$15.59

[End of Clause]

**I.9 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE
UNKNOWN (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

Unavailable at this time.

The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by or within 15 days of the release of the solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

[End of Clause]

**I.10 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE
(JAN 1997)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The

Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this

clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

[End of Clause]

I.11 DEPARTMENT OF JUSTICE (DOJ) RESIDENCY REQUIREMENT - BUREAU OF PRISONS CLAUSE (JUN 2004)

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries:

<http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

I.12 NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (OCT 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) (See Note i) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

- (1) Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term (See Note ii) contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- (a) Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- (b) Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- (c) Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
- High Risk - Background Investigation (5 year scope)
 - Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
 - Low Risk - National Agency Check with Inquiries (NACI) investigation
- (d) The pre-appointment BI waiver requirements for all position sensitivity levels are a:
- (1) Favorable review of the security questionnaire form;
 - (2) Favorable fingerprint results;
 - (3) Favorable credit report, if required; (See Note iii)
 - (4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and

- (5) Favorable review of the National Agency Check (NAC) (See Note iv) portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

- (e) Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

(2) Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- (a) Favorable review of the security questionnaire form;
- (b) Favorable fingerprint results;
- (c) Favorable credit report, if required; (See Note v) and
- (d) Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will

ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

(3) Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- (a) For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
- (b) Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
- (c) Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
- (d) If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space

and must be returned upon exiting the same facility or space.

- (e) If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.

(4) An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.

(5) The DOJ's current escorted contractor policy remains unchanged by this acquisition notice

NOTES:

i FIPS 201 is available at:
www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf

ii Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.

iii For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

iv In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code "3" must be placed in block "B" of the "Agency Use Only" section of the investigative form. This report is available for all case types.

v For contractors in position sensitivity/risk levels

above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

[End of Clause]

I.13 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (MAY 2008)

During a Pandemic or other emergency, we understand that our contractor workforce will experience the same high levels of absenteeism as our Federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to Federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services during a pandemic influenza or other emergency situation.

The types of actions a Federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of

activation of this plan.

- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must performance all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Bureau of Prisons (BOP) to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, the Contracting Officer's Technical Representative, via telephone or e-mail messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the BOP in estimating the adverse impacts of nonperformance and to work diligently with the BOP to develop a strategy for maintaining continuity of operations.

The BOP does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contracting support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Policy issuance "Emergency Acquisitions", dated May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

[End of Clause]

[End of Section]

RFP-PCC-0014**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

Attachment No.	Title	Page No.
J-1	Wage Determinations	2
J-2	Evaluation Techniques for Quality Assurance of Contractor Performance	3-4
J-3	Performance Requirements Summary Table (PRST)	5-9
J-4	Contractor Quality Control	10-11
J-5	Award Fee Determination Plan	12-14
J-6	Standards of Conduct	15-18
J-7	Scope and Coverage of a Limited Background Investigation (LBI)	19-21
J-8	Scope and Coverage of a Periodic Reinvestigation-Residence (PRIR)	22-23
J-9	Adjudication Standards for Resolving Limited Background Investigation (LBI) and Periodic Reinvestigation	24-30
J-10	Business Management Questionnaire	31-35
J-11	Subcontracting Plan	36-46
J-12	Question Submittal Form	47
J-13	Offeror's Intent to Propose	48
J-14	Required Government Space	49-50
J-15	Procedural Guidance Complying With National Environmental Policy Act Requirements	51-61
J-16	SENTRY Rules of Behavior	62
J-17	Federal Bureau of Investigation Criminal Justice Information Services Security Addendum	63-78
J-18	Qualifying Federal Offenses for Purposes of DNA Sample Collection	79-86
J-19	Information Systems Equipment	87-91
J-20	Procedures for Implementation of Walsh Act Civil Commitment of Sexually Dangerous Persons	92-101

RFP-PCC-0014**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.207-1	MAY 2006	NOTICE OF STANDARD COMPETITION
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION Alternate II (OCT 1997)
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

[End of Provision]

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price with award-fee contract with a 4-year base period and three 2-year options resulting from this solicitation. The award fee will be awarded by the Government solely at its discretion.

[End of Provision]

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Procurement Executive
Federal Bureau of Prisons
320 First Street, N.W.
Room 5006
Washington, DC 20534

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

L.4 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE - JUSTICE ACQUISITION REGULATION 2852.233-70 (JAN 1998)

- (a) The following definitions apply in this provision:
- (1) "Agency Protest Official" means the official, other than the Contracting Officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
 - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
 - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.

- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d) (2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on

availability of the necessary parties.

- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

[End of Clause]

L.5 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts for which they are eligible.

[End of Provision]

L.6 CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FEDERAL TAX REQUIREMENTS (MAR 2008)

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

[End of Provision]

L.7 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

Proposals are expected to conform to and be prepared in accordance with FAR 52.215-1, Instructions to Offerors-- Competitive Acquisition (contained in this solicitation). To aid in evaluation, proposals shall be clearly and concisely written as well as neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the offeror, date and Request for Proposal (RFP) number to the extent practicable. Unless explicitly stated otherwise, **the proposal text shall be typed, using Courier New, Size 12, 1.5 spaced and printed (unreduced in size) on 8 ½ x 11 inch paper.**

The overall arrangement of the proposal shall be as follows:

- The overall proposal shall consist of four physically separate volumes, individually entitled as stated below. The required quantity of each volume is shown in the matrix below. Each copy of each volume shall be numbered sequentially.
- The first copy of each Volume #1 shall contain the signed original of all documents requiring signature by the offeror.
- Offerors may submit more than one proposal in response

to the RFP. Offerors shall submit a separate Volume #1 for each proposal submitted in the number of copies listed below. Offerors may avoid submitting redundant information in Volume #2 by following instructions at L.9 C. Offerors need only make one submission of Volume #3 information, regardless of the number of proposals offered.

<u>Proposal Volume</u>	<u>Total Copies Required</u>
Volume #1	2 (1 copy with original signatures)
Volume #2	10 (paper copies accompanied by multi-media - see L.9)
Volume #3	1 (multi-media - see L.10)
Volume #4	3 (paper copies accompanied by multi-media - see L.11)

L.8 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME #1: OFFER AND OTHER DOCUMENTS

Volume #1 consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, other statements of the offeror and any other administrative information.

- A. Format and Content - The volume shall include the following documents in the order listed:
1. Fully executed Standard Form 33 (SF 33), Solicitation, Offer and Award;
 2. Pricing schedules (extracted from Section B);
 3. Fully executed Offeror Representations, Certifications and Other Statements (extracted from Sections G, J, K and L as applicable);
 4. Decisional rule criterion (in accordance with Section L.8 C);
 5. Bureau of Prisons' (BOP) Contract Business Management Questionnaire (from Section J); and
 6. Small Business Subcontracting Plan (from Section J).

B. Proposal Form -

1. Use of the Form. SF 33, Solicitation, Offer and Award, which is Section A of the RFP, shall be fully executed by the offeror and shall be the first page of each copy of Volume #1.
2. Acceptance Period. The acceptance period shall be no less than the period of time entered by the Government on the SF 33 in Block 12.
3. Signature Authority. The individual signing the SF 33 shall provide proof they have the authority to commit the offeror to all requirements of the proposal, fully recognizing the Government has the right, by terms of the RFP, to make award without further discussions if it so elects. This individual shall also be required to attend any and all negotiations and pre-performance conferences, etc.

C. Decisional Rule Criterion - The preparation of this information is critical. If the proposal does not meet the requirements of the decisional rule criterion as defined in Section M, it shall not be evaluated. The decisional rule criterion must be sufficient unto itself for a determination of whether or not the proposal meets the relevant criteria. The BOP does not intend and has no obligation to refer to other volumes if the decisional rule criterion is not met.

To be considered, the offeror submitting the proposal must clearly demonstrate the following criteria at the time of proposal submission:

1. The proposed institution meets the definition of an existing institution as defined in Section C - Statement of Work **(Page Limitation - 5 pages)**
2. The offeror has corporate experience operating secure corrections/detention facilities for a continuous three-year period as of the date the RFP was issued. **(Page Limitation - 5 pages)**

D. Notification of State Authorities - The offeror shall submit proof the chief law enforcement officer (state Attorney General, State's Attorney, etc.) of the state in which the proposed facility is located has been

notified of the contractor's intent to manage and operate a correctional institution as identified in the solicitation.

The proof shall be a signed copy of the notification sent via registered or certified mail to the applicable state's chief law enforcement officer. The notification shall provide an accurate description of the program services the contractor will provide under any prospective contract to include, but not be limited to: size of the proposed facility/population, specific address of the proposed facility and type of offender the solicitation indicates could be placed at the proposed facility.

The proof of notification and a copy of the contents of the notification material submitted to state officials shall be part of the offeror's response to this solicitation.

The offeror shall submit a copy of any document it receives in response to the notification. The offeror's duty to submit such documentation shall continue until award.

L.9 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME #2: TECHNICAL PROPOSAL

Volume #2 consists of the offeror's technical approach to performing the requirement, offeror's technical capabilities and technical effort the offeror would apply to satisfy the requirements of the Statement of Work (SOW) (Section C). Since each offeror's technical proposal will be evaluated in accordance with Section M, it should be practical and prepared simply and economically, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the RFP.

Proposal page limitations will be strictly enforced.
Proposal content exceeding the specified page limitation will not be evaluated.

The proposal should not merely offer to perform work in accordance with the SOW but shall describe the actual work proposed as specifically as practical. The SOW reflects the requirements and objectives of the program under consideration; therefore, repeating or paraphrasing the SOW without sufficient elaboration is not acceptable.

Technical proposals shall be submitted in both paper copies and electronic format. Electronic copies may be submitted on compact disk (CD-ROM) in one of the following formats: WordPerfect (read only); Adobe Acrobat (PDF format); Visioneer Paperport (MAX file).

- A. Format and Content - Volume #2 shall include the following components:
1. Table of contents;
 2. List of attachments, tables and figures; and
 3. Technical discussion.
- B. Technical Discussion - This section shall describe the offeror's approach to performing the requirement. It must clearly address each issue identified below in as much detail as practical.
- C. Multiple Locations - Offerors may identify multiple locations in a single proposal. To avoid submitting redundant information, the proposal shall include a single Volume #2-A. Offerors shall submit a Volume #2-B for each performance location identified in the proposal. Any contract award will be for work performed at a single site - population cannot be split among locations.

VOLUME #2-A: TECHNICAL PROPOSAL

- A. Administration and Management -
1. Quality Control Program. The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance and how the offeror's Quality Control Program will be coordinated with the Quality Assurance Plan administered by the BOP. **(Page Limitation - 5 pages)**
 2. Organizational Structure. Each offeror shall provide a diagram of the proposed organizational structure. The diagram shall detail the corporate and facility lines of authority for this effort (including all proposed subcontracting and leasehold relationships) and the relationship of the organizational structure to both the BOP and the

offeror's corporate office. **(Page Limitation - 3 pages)**

3. Personnel and Staff Development. The offeror shall submit a plan for the employment and retention of qualified staff and identify the offeror's goals for equal employment opportunity. The offeror shall discuss the approach to staff development and its ability to manage inmates of various cultures found in a criminal alien population. **(Page Limitation - 5 pages)**

B. Institution Operations -

1. The offeror shall describe its approach for maintaining accountability of all offenders assigned to the institution. **(Page Limitation - 3 pages)**
2. The offeror shall describe its approach to responding to institution emergencies, including assistance from local and/or state authorities. **(Page Limitation - 10 pages)**

C. Institution Services -

1. The offeror shall discuss its approach to providing food services to the inmate population. **(Page Limitation - 3 pages)**
2. The offeror shall discuss its approach to the institution medical program. **(Page Limitation - 6 pages)**

D. Inmate Programs -

1. The offeror shall submit a detailed plan of all work, education and recreation programs. Each identified program shall include a brief description of the characteristics. **(Page Limitation - 5 pages)**
2. The offeror shall discuss its approach to maintaining inmate family ties (i.e., visiting, mail and telephone procedures). **(Page Limitation - 3 pages)**

VOLUME #2-B: TECHNICAL PROPOSALA. Contract Activation - The offeror shall submit:

1. A detailed schedule of the activation process identifying anticipated dates from contract award to issuance of the Notice to Proceed (NTP);
2. A staff activation schedule to include hiring, clearances and training; and
3. A complete list of all contractor policies to be developed and implemented. The list shall include the date each policy will be submitted for BOP review.

(Schedules shall reflect project calendar days, track task start/finish/duration, identify individual tasks and their relationship to other tasks.) **(Page Limitation - 15 pages)**

B. Staffing -

1. Human Resources. The offeror shall submit a staffing plan of all personnel necessary for the performance of the contract. The plan shall be organized by department and clearly and concisely illustrate: each position title; number of working days per week; number of staff per shift; relief factor; total number of full time equivalents for each position title, department and total complement; applicable hourly rate; and annual pay schedule. **(Page Limitation - 6 pages)**

C. Physical Plant -

1. The offeror shall specify the location of the proposed facility by providing the address and identifying the site on a general location map and a local area map.
2. The offeror shall identify the rated and total capacity of the proposed facility.
3. The offeror shall submit a brief DVD/video tour (15-30 minutes) of the proposed site and buildings.

4. The offeror shall submit half size prints of facility site plan (scale of original document: minimum 1" = 100 feet) showing the location of buildings, roads, fences, parking lots and walkways.
5. The offeror shall submit half-size prints (scale of original document: 1/8" = 1 foot) of architectural floor plans for each building showing:
 - a) Name/function of all rooms;
 - b) Total gross square footage of each program area and entire facility;
 - c) Entry into the secure perimeter by means of a secure entry point;
 - d) Physical plant security details, including, but not limited to: secure walls, security doors, secure ceilings, control center, sally ports and the secure perimeter; and
 - e) Location of required Government-occupied space as detailed in Section J.
6. The offeror shall explain the proposed facility's compliance status with the following:
 - a) Handicapped accessability requirements;
 - b) Building code requirements;
 - c) Fire safety and life safety requirements;

and provide appropriate substantiation for each (e.g., certificates, licenses, etc.). If the facility is presently noncompliant, the offeror shall explain what action it will take to become compliant prior to the date scheduled for issuance of the NTP.

L.10 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME #3: PAST PERFORMANCE AND EXPERIENCE INFORMATION

The past performance and experience proposal shall serve to gather information regarding the quality of an offeror's past performance and the extent of an offeror's experience performing secure corrections/detention type services.

Offerors shall submit past performance and experience information in electronic format. The information may be submitted on compact disk (CDROM) in one of following

formats: WordPerfect (read only); Adobe Acrobat (PDF format); Visioneer Paperport (MAX file).

Offerors are encouraged to submit past performance and experience information prior to the due date for proposals to assist the Government in reducing the evaluation period.

A. Format and Content - At a minimum, the submission shall contain the information specified below in accordance with the following general format:

1. Table of contents;
2. List of tables and exhibits;
3. Past performance information; and
4. Corporate experience.

B. Past Performance - Offerors shall submit a list of all contracts and subcontracts related to secure corrections/detention services completed during the past three years and all contracts currently in progress. Contracts listed shall include those entered into with the federal government, agencies of state and local governments' customers.

Include the following information for each contract and subcontract:

1. Name of contracting activity;
2. Contract number;
3. Contract type (i.e., cost reimbursement, fixed-price);
4. Date of contract award and expiration;
5. Total contract value and per diem rate(s);
6. Definition of contract work;
7. Contracting officer and telephone number;
8. Program manager and telephone number;
9. Administrative contracting officer (if different

from #7 above) and telephone number; and

10. List of prime contractor or major subcontractors with contact names, addresses and telephone numbers.

C. Corporate Experience - The offeror shall provide the following information for each contract listed above:

1. If the contract was competitive or sole source and if the present contract was awarded as a follow-on contract;
2. Identify any change orders/modifications to the contract subsequent to award, basis of the change(s) and dollar value;
3. Identify if the operation has been accredited by the American Correctional Association, The Joint Commission and/or other professional organizations and the date of each accreditation;
4. In a brief narrative describe the extent to which the contract was/is similar to the requirements identified by this RFP (i.e., population quantity, population security level, size and complexity of staff complement, quality control approach) (a technical description sufficient to permit assessment must be provided to support the similarity);
5. Provide data representing the number of occurrences for the following listed incidents (include negative responses):
 - a) Escape;
 - b) Food/Work strike; and
 - c) Disturbances involving ten offenders or more; and
6. Provide information on problems encountered on the identified contracts and the corrective actions taken.

**L.11 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME #4:
ENVIRONMENTAL DOCUMENTATION**

Volume #4 consists of the offeror's environmental

documentation which identifies the potential environmental impacts, proposed mitigation and any other relevant information pertaining to the impacts of the offeror's proposal. The documentation shall be completed in accordance with Section J. Each offeror's environmental documentation will be evaluated in accordance with Section M.

Documentation shall be submitted in both paper copies and electronic format. Electronic copies may be submitted on compact disk (CD-ROM) in one of the following formats: WordPerfect (read only); Adobe Acrobat (PDF format); Visioneer Paperport (MAX file).

Disclosure of information: Information submitted by any potential offeror in Volume #4 shall not be considered "Proprietary Information." The Government reserves the right to publicly disclose any information submitted.

L.12 FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to federal agencies for copies of technical and business proposals from other than Government sources.

The offeror should identify information in its proposals the offeror believes should be withheld from these sources on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b)(4) of the FOIA). This identification will assist in the decision by a responsible federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal: "Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages _____."

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice: "The data or information is considered

RFP-PCC-0014**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS

[End of Provision]

M.2 DECISIONAL RULE CRITERION

Unless otherwise stated, proposals must clearly demonstrate at the time of submission that offerors meet the following decisional rule criterion. Proposals will be reviewed on a go/no-go basis for the decisional rule criterion. Offerors whose proposals do not meet the decisional rule criterion shall be advised of their elimination from the procurement. Only those proposals which meet the decisional rule criterion shall be evaluated for award.

1. Qualification As An Existing Institution

Offerors must clearly demonstrate at the time of proposal submission that the proposed facility meets the definition of an existing institution as defined in Section C - Statement of Work, of the solicitation. The Government reserves the right to eliminate

proposals based on the adequacy of the documentation provided by the offeror to support the claim of qualifying as an existing institution.

2. Corporate Experience

Offerors must clearly demonstrate at the time of proposal submission they have corporate experience operating secure corrections/detention facilities for a continuous three-year period as of the date the solicitation was issued.

M.3 EVALUATION OF PROPOSALS

Award will be made to the responsible offeror whose proposal, conforming to this solicitation, is the most advantageous to the Government. The Government reserves the right to make multiple awards resulting from this solicitation.

M.4 OVERALL RELATIVE IMPORTANCE OF OTHER (NON-PRICE) EVALUATION CRITERIA AND PRICE

NON-PRICE EVALUATION CRITERIA

The non-price evaluation criteria are listed below in descending order of importance with Environment, Notification and Small Disadvantage Business Utilization all being equal in order of importance:

1. Past Performance
2. Technical Proposal
3. Environment
4. Notification
5. Small Disadvantaged Business Utilization

The combined non-price evaluation criteria are significantly more important than price. Price becomes a major factor in award selection when other criteria are substantially equal.

The Government reserves the right to award a contract to an offeror other than the offeror proposing the lowest price when the Government's evaluation determines a proposal is significantly superior from a non-price standpoint and warrants payment by the Government of a premium.

1. PAST PERFORMANCE

Each offeror will be evaluated on its performance under existing and prior contracts for similar services.

Performance information will be used for evaluating proposals and responsibility determinations. The evaluation will focus on information which demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted.

Information utilized may be obtained from the references listed in the proposal, other customers known to the Government or of whom it becomes aware, consumer protection organizations and any others who may have useful and relevant information. Information may also be considered regarding significant subcontractors, corporate personnel and essential personnel.

Past performance will be examined to ensure corrective measures have been implemented where problems in performance have occurred. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Past performance will be evaluated to determine the quality control, business relations and customer satisfaction in the areas of security, personnel, health services, facility maintenance, inmate programs and institution services the offeror has delivered during its performance of prior and existing contracts for similar services. All factors are of equal importance.

Assessment of the offeror's experience will be one means of evaluating the viability of the offeror's proposal and its relative capability to meet the solicitation's performance requirements.

2. TECHNICAL PROPOSAL

Technical proposals will be evaluated to determine the soundness and anticipated effectiveness of the offeror's approach to perform the requirements identified in the Statement of Work and in Section L. Available points will be distributed equally among the following technical elements identified within the proposal instructions:

- Administration and Management
- Institution Operations

- Institution Services
- Inmate Programs
- Activation and Staffing
- Physical Plant

3. ENVIRONMENT

Information will be requested of offerors regarding past environmental activities and the environmental condition of proposed sites and institutions. Environmental documentation and other information will be required in order to comply with the National Environmental Policy Act of 1969 prior to contract award.

The Government will independently evaluate and verify the accuracy of the environmental documentation submitted in accordance with Sections J and L. Greater consideration will be given to the proposal which represents the "environmentally preferable" alternative. Environmentally preferable alternative means the proposal that has lesser or reduced environmental impacts or adverse environmental effects when compared with competing proposals.

The Government reserves the right to eliminate proposals based on the adequacy of the documentation provided by the offeror or the potential impact to the quality of the human environment.

The Government reserves the right to disclose or make public any environmental documentation or other information provided under this section. Such disclosures would typically occur in Environmental Impact Statements, Environmental Assessments, public hearings, comment periods and other public forums.

4. NOTIFICATION

Greater consideration will be given to proposals including positive or neutral responses from the chief law enforcement officer of the state in which the proposed facility is located. Failure to receive a response or receipt of a negative response will result in a lower score.

5. SMALL DISADVANTAGED BUSINESS (SDB) UTILIZATION

The offeror proposing the highest SDB participation, expressed as dollars and percentages of total contract value, shall receive the most points for this category. A proportionate amount of points will be awarded to each offeror below the highest ranked offeror in this

category.

PRICE

Prices proposed for each year of the base period and option periods will be evaluated in total. Award is based on best value. Although non-price factors are more important than price, as non-price factors become more equal, price becomes more important and may be the deciding factor for award.

[End of Section]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE 3/18/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)			
6. ISSUED BY CODE DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON, DC 20534		7. ADMINISTERED BY (if other than Item 6) CODE FEDERAL BUREAU OF PRISONS AMANDA J. PENNEL, PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON, DC 20534				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Cornell Companies, Inc. 1700 West Loop South, Suite 1500 Houston, Texas 77027				(X)	9.A. AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
CODE					9.B. DATED (SEE ITEM 11) 6/12/2008	
FACILITY CODE					10.A. MODIFICATION OF CONTRACT/ORDER NO.	
					10.B. DATED (SEE ITEM 13)	

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 extended is not extended. Others 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 1 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 changes 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)**13. THIS ITEM APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- 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)

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).

This amendment hereby incorporates the following changes to the solicitation:

(1) Section C - Statement of Work has been revised and should be replaced in its entirety with the attached document. The revisions consist of the following changes:

- Section B. General Administration: The following paragraph was added, "The contractor shall promptly make public announcements stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to, deaths by other than natural causes, escapes from custody, and institution emergencies."

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) Benjamin E. Erwin, Senior Vice President, Corporate Development	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type of Print) AMANDA J. PENNEL
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED March 19, 2009
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/18/2009

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT - CONTINUATION			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/ PURCHASE REQ. NO.	PAGE OF	PAGE
6	3/18/2009		2	2

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

Section J -Discipline: The words "and SHU" were removed. The paragraph within this section now reads as follows: "The contractor shall comply with the policy and procedures for inmate discipline as contained in 28 CFR 541 and P.S. 5270.07, Inmate Discipline and Special Housing Units, dated 3/20/06. All data regarding the discipline incident report process for inmates shall be entered into SENTRY."

Section O - Work and Correctional Industries: The following paragraph was removed, "As applicable, inmates shall be paid identical rates of pay as those established by the BOP. Current established rates are in P.S. 5251.05, Inmate Work and Performance Pay, dated 12/31/98, and 28 CFR 545.20."

The following paragraph was added, "As applicable, inmates shall be paid identical rates of pay as those established by the BOP. Current established rates are in P.S. 5251.06, Inmate Work and Performance Pay, dated 10/1/08, and 28 CFR 545.20. The contractor shall develop procedures whereby inmates receiving performance pay who are found through the disciplinary process to have committed a level 100 or 200 series drug- or alcohol-related prohibited act will have performance pay reduced to maintenance pay level."

- (2) Attachment J-2 - Evaluation Techniques for Quality Assurance of Contractor Performance has been revised and should be replaced in its entirety with the attached document. The revisions consist of the following changes:

The section entitled "Program Review Findings" was revised and the section entitled "Contractor Progress Report" was added.

//LAST ITEM//

Attachment J-2

EVALUATION TECHNIQUES FOR QUALITY ASSURANCE OF CONTRACTOR PERFORMANCE

General: In accordance with the Inspection of Services--Fixed-Price clause, the Federal Bureau of Prisons (BOP) may choose to apply a program review inspection process to either assess the contractor's performance or determine the amount of payment or both. The following is a description of the program review process.

Program Review is a system for inspecting performance, testing the adequacy of the internal quality controls and assessing risks for all program and administrative areas of contract performance.

The review guidelines will be based on the contractor's Quality Control Program (QCP), Statement of Work (SOW), professional guidelines referenced by the SOW, applicable BOP policy and any other appropriate measure within the contract's scope of work.

Contract requirements will be divided into various disciplines, each of which has a number of vital functions. Successful performance in a vital function is essential to successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Deductions will be based on these percentages applied to the overall monthly invoice.

The BOP may, consistent with the scope of contract performance requirements, unilaterally change the vital functions identified in the Performance Requirements Summary Table (PRST). A minimum of 30 calendar days before the beginning of each evaluation period, the Contracting Officer (CO) will notify the contractor of any changes. If the contractor is not provided with the notification, the existing vital functions will continue in effect for the next evaluation period unless the contractor agrees to accept the proposed changes.

The BOP reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

Management Assessment: Subsequent to award, the CO will convene a meeting in which the BOP and the contractor will cooperatively assess the contractor's QCP and the BOP's Quality Assurance Plan (QAP). The assessment process is intended to facilitate the

identification of strategic issues important to the QAP and QCP and a mutual understanding of both by BOP and contractor staff.

Program Review Steps: Review steps will utilize the findings of the contractor's QCP reports submitted to the BOP and direct observations, interviews and analytical determinations.

Generally, program reviews will be of two types:

1. Systematic - These reviews will be scheduled inspections focusing on a specific discipline. Inspections may be performed by onsite BOP monitors or by other parties designated by the CO as representatives of the BOP.
2. Ad-Hoc - These reviews will be conducted as a result of special interests arising from routine monitoring of the contractor's QCP, an unusual occurrence pertaining to the contract or other BOP concerns. These reviews could utilize established program review steps or an entirely different inspection approach.

Program Review Findings: At the conclusion of each review, a report (Contract Facility Monitoring Report) will be written documenting any findings identified during the monitoring.

Contractor Progress Report: The contractor shall receive a Contractor Progress Report within 60 days of the end of the six-month evaluation period.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. 7	3. EFFECTIVE DATE 6/8/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)			
6. ISSUED BY DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON, DC 20534		7. ADMINISTERED BY (if other than Item 6) FEDERAL BUREAU OF PRISONS AMANDA J. PENNEL, PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW ROOM 5006 WASHINGTON, DC 20534		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Cornell Companies, Inc. 1700 West Loop South, Suite 1500 Houston, Texas 77027				(X)	9.A AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
CODE					9.B DATED (SEE ITEM 11) 6/12/2008	
FACILITY CODE					10.A MODIFICATION OF CONTRACT/ORDER NO.	
					10.B DATED (SEE ITEM 13)	

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. Others 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 1 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 changes 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)

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

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)

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).

PLEASE SEE ATTACHED CONTINUATION PAGES.

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) Benjamin E. Erwin Senior Vice President, Business Development	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) AMANDA J. PENNEL
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6-9-09
16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT - CONTINUATION			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/ PURCHASE REQ. NO.	PAGE OF	PAGE
7	6/8/2009		2	2

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

This amendment hereby incorporates the following changes into the solicitation:

- (1) Section C, Statement of Work, has been revised and should be replaced in its entirety with the attached document. The revisions consist of the following changes and are indicated by yellow highlight in the revised document:
- Section G. Information Systems and Research - Information Systems - Paragraph 5: The following language was added, "The network switching infrastructure must be Cisco hardware and software. BOP National Network Communications staff must be provided enable password access to all the Cisco infrastructure equipment."
 - Section I. Security and Control - Inmate Transportation: The following language was removed:
 "The contractor shall utilize restraint equipment identical to the BOP's (Peerless standard 10 oz. hand restraints and 15 oz. leg restraints; American Padlock with a PTK 3-1 key-way code 23638) when one-for-one equipment exchange is required (e.g., airlifts)"
 and was replaced with the following:
 "The contractor shall utilize restraint equipment identical to the BOP's [**Handcuffs:** stainless, nickel-plated steel, 10oz/12oz; **Leg Irons:** standard, nickel-plated steel, with approximately a 14 x ½ inch chain; **Martin Chain (Waist Chain):** chains shall be of case hardened variety with a minimum breaking strength of approximately 800 pounds; **American Padlock** with a PTKB-1 key-way code to be provided by on-site staff] when one-for-one equipment exchange is required (e.g., airlifts)."
- (2) Section H, Special Contract Requirements, has been revised and should be replaced in its entirety with the attached document. The following clauses have been removed from the solicitation: "Security of Systems and Data, Including Personally Identifiable Information" (Mar 2008) and "Information Resellers or Data Brokers" (Mar 2008).
- (3) Attachment J-19 has been revised and should be replaced in its entirety with the attached document.

All other terms and conditions remain the same.

//LAST ITEM//

RFP-PCC-0014

SECTION C - STATEMENT OF WORK

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1 **INTRODUCTION**

2 This Statement of Work (SOW) sets forth the contract performance
3 requirements for the management and operation of a contract
4 correctional institution(s) to accommodate up to 3,814 beds for a
5 low security adult male population consisting primarily of
6 criminal aliens. The criminal alien population will ordinarily
7 be low security non-U.S. citizen, primarily Mexican, adult males
8 with 90 months or less remaining to serve on their sentences.

9 The proposed facility(ies) shall be an existing institution to
10 accommodate approximately 900-2,650 beds on a daily basis. An
11 existing institution is defined as a secure facility which was
12 complete and ready for occupancy prior to the date the Pre-
13 solicitation Notice was released (May 28, 2008). A facility in
14 which construction or expansion began prior to May 28, 2008, and
15 in which such construction or expansion will be completed by
16 October 1, 2010, is considered to be an existing facility. Any
17 facility in which construction or expansion begins after
18 May 28, 2008, is not considered to be an existing facility and
19 will not be considered.

20 The facility must be able to meet all of the requirements of the
21 solicitation. The proposed facility(ies) must be located
22 anywhere in the continental United States. Offerors are
23 prohibited from housing any other inmate population within the
24 same fence perimeter; however, multiple populations at a prison
25 complex with separate fence lines would be acceptable. Shared
26 services within each fence line is not acceptable.

27 The institution shall include a Special Housing Unit (SHU) with a
28 capacity of at least 10% of the accepted number of contract beds.
29 The contractor will be required to house a daily population up to
30 15% over the accepted number of contract beds.

31 The contractor shall ensure the facility operates in a manner
32 consistent with the mission of the Bureau of Prisons (BOP). The
33 BOP's mission is the protection of society by confining offenders
34 in the controlled environments of prisons and community-based
35 facilities which are safe, humane, cost efficient, appropriately
36 secure and provide work and other self-improvement opportunities
37 to assist inmates in becoming law abiding citizens.

38 The contractor shall be ready to begin accepting inmates and
39 assume full responsibility for the operation, maintenance and
40 security of the institution no later than October 1, 2010.

41 Prior to issuance of the NTP, the BOP will perform numerous

1 assessments to ensure the contractor is prepared to accept
2 responsibility for performing all requirements of the contract.

3 The contractor shall notify the CO in writing when it is ready to
4 accept inmates and assume full responsibility for the operation,
5 maintenance and security of the institution 30 days prior to the
6 contractor's expected NTP date.

7 Unless otherwise specified, all plans, policies and procedures,
8 including those identified in the most current edition of
9 American Correctional Association Standards for Adult
10 Correctional Institutions (ACA/ACI Standards), shall be developed
11 by the contractor and submitted in writing to the Contracting
12 Officer's Representative (COR) for review and concurrence prior
13 to issuance of the NTP. Once concurrence has been granted, these
14 plans, policies and procedures shall not be modified without the
15 prior written concurrence of the COR.

16 The NTP will be issued subsequent to receiving the contractor's
17 notification it is prepared to receive inmates and the BOP's sole
18 determination the contractor is capable of accepting inmates.
19 The contractor shall be prepared to accept inmates immediately
20 upon issuance of the NTP.

21 It is anticipated the BOP will predominantly designate non-U.S.
22 citizens with deportation orders to the institution. However,
23 the BOP may designate any inmate within its custody utilizing the
24 same designation criteria as used at other BOP low security
25 facilities. P.S. 5100.08, Inmate Security Designation and
26 Custody Classification, dated 9/12/06, outlines the procedures
27 for designating inmates.

28 Inmate movement to the institution is anticipated to occur at an
29 estimated rate of 180 inmates per week. The estimated weekly
30 movement to the institution would result in a population of
31 approximately 900-2,650 inmates in 5-15 weeks. The institution
32 activation schedule of 180 inmates per week is an estimate only.
33 Actual movement will depend upon many factors, including, but not
34 limited to, the contractor's ability to provide services in
35 accordance with the contract, sentencing by the federal courts
36 and the BOP designation process.

37 The contractor does not have a right of refusal and shall accept
38 all designations from the BOP.

39 The contractor is prohibited from constructing any additional bed
40 space or facilities at the contract location after award without
41 the prior written approval of the CO.

1 The contractor shall furnish all personnel, management,
2 equipment, supplies and services necessary for performance of all
3 aspects of the contract. Unless explicitly stated otherwise, the
4 contractor is responsible for all costs associated with and
5 incurred as part of providing the services outlined in this
6 contract.

1 **EXPLANATION OF STATEMENT OF WORK TERMS**

2 ACA/ACI - American Correctional Association - Adult Correctional
3 Institution. The private, nonprofit organization that
4 administers the only national accreditation program for all
5 components of adult and juvenile corrections. Its purpose is to
6 promote improvement in the management of correctional agencies
7 through the administration of a voluntary accreditation program
8 and the ongoing development and revision of relevant, useful
9 standards.

10 BOP - Federal Bureau of Prisons.

11 CO - Contracting Officer. A Government employee, who by virtue
12 of a Contracting Officer's Warrant, is the only Government
13 employee authorized to obligate, negotiate, award, administer,
14 cancel or terminate contracts on behalf of the United States
15 Government. Contracting Officers are responsible for: ensuring
16 performance of all necessary actions for effective contracting,
17 ensuring compliance with the terms of the contract and
18 safeguarding the interest of the Government in its contractual
19 relationships.

20 Contract Award Date - The date the CO signs the contract.

21 Contract Day - A "day" is considered a calendar day.

22 Contractor - The entity to whom the Government has awarded the
23 contract.

24
25 COR - Contracting Officer's Representative. The Government
26 employee, designated in writing by the CO, authorized to perform
27 certain limited functions on behalf of the CO. The extent of COR
28 responsibilities are outlined in Section G of the contract and
29 the COR Designation Letter which will be provided to the
30 contractor. Typically, the COR is the Privatization Field
31 Administrator.

32
33 COTR - Contracting Officer's Technical Representative.
34 Government staff, designated in writing by the CO, who assist the
35 CO and COR in the performance of duties. The extent of COTR
36 responsibilities are outlined in Section G of the contract. COTR
37 responsibilities are delineated in writing by the CO and will be
38 provided to the contractor. Typically, the COTR is the Senior
39 Secure Institution Manager.

1 Credentials - Documents permitting primary source verification
2 regarding qualifications, including education, training,
3 licenser, experience and board certification of an employee.

4 DHO - Discipline Hearing Officer. The Government trained and
5 certified contractor employee responsible for conducting
6 disciplinary hearings.

7 DOJ - Department of Justice.

8 Emergency - Any significant disruption of normal institution
9 procedure, policy or activity caused by inmate disturbances, work
10 or food strikes, food borne illnesses, escapes, fires, natural
11 disasters, employee strikes or work stoppages or other serious
12 incidents.

13 EOIR - Executive Office for Immigration Review. A component of
14 the Department of Justice with responsibility for interpreting
15 and administering federal immigration law by conducting
16 immigration court proceedings, appellate reviews and
17 administrative hearings. The organization adjudicates
18 immigration cases involving detained aliens, criminal aliens and
19 aliens seeking asylum as a form of relief from removal.

20 FBI - Federal Bureau of Investigation.

21 FOIA Exempt - Information which is exempt from release under the
22 Freedom of Information Act, 5 United States Code (USC) 552.

23 Former Inmate - A person who has been found guilty of committing
24 a felony or misdemeanor for whom less than one year has elapsed
25 since release from custody or any type of supervision.

26 HSU - Health Services Unit. The organizational unit providing
27 routine and emergency health care. The HSU is the designated
28 part of a facility delivering health care to inmates.

29 ICE - United States Immigration and Customs Enforcement.

30 Inmate - An individual confined under the auspices and authority
31 of the BOP or under supervision of a federal court.

32 Inmate Records - Information concerning an inmate's personal,
33 criminal and medical history, behavior and activities while in
34 custody. This may include detainers, personal property receipts,
35 visitor lists, photographs, fingerprints, disciplinary
36 infractions and actions taken, grievance reports, work

1 assignments, program participation, miscellaneous correspondence
2 and forms prescribed by Government policy, etc.

3 Lethal Force - The force a person uses with the purpose of
4 causing or which they know or should know would create a
5 substantial risk of causing death or serious bodily harm.

6 MOAR - Minimum Operational Availability Rate. The monthly rate
7 for computer services/resource components which is a percentage
8 calculated by dividing the accumulated monthly down time hours by
9 the total number of hours of operation for a given month.

10 Negative Pressure Room - A room where the direction of air flow
11 is controlled by creating a lower (negative) pressure in the area
12 into which flow of air is desired.

13 NTP - Notice To Proceed. The official written notice signed and
14 issued by the CO which authorizes the contractor to proceed with
15 the contract and begin providing services under the contract.
16 The contractor shall be prepared to accept inmates immediately
17 upon issuance of the NTP.

18 OIG - Office of the Inspector General, Department of Justice.

19 P.S. - Program Statement. A BOP written directive that
20 establishes policy in a given area.

21 Records Office - The office responsible for maintaining records,
22 coordination of movement and other related functions.

23 Safety Equipment - Including, but not limited to, fire fighting
24 equipment (e.g., chemical extinguishers, hoses, nozzles, water
25 supplies, alarm systems, portable breathing devices, gas masks,
26 fans, first aid kits, stretchers).

27 Sensitive But Unclassified - Information which is unclassified
28 information of a sensitive, proprietary or personally private
29 nature which must be protected against release to unauthorized
30 individuals.

31 SENTRY - The BOP's online real-time database system used
32 primarily for maintaining information about federal inmates. It
33 contains information about sentencing, work assignments,
34 admission/release status and other special assignments for
35 monitoring inmate status. The SENTRY system also includes
36 property management and other modules which address most aspects
37 of incarceration.

1 Subcontract - Any agreement entered into by the contractor who
2 was awarded the contract ("prime contractor") with another entity
3 to provide services and supplies to accomplish performance of the
4 contract.

5 Subcontractor, Full Time - An individual performing work in the
6 contract facility which requires performance in excess of 29 or
7 more total days or 232 hours which can be accrued incrementally
8 (i.e., 2 hours per week, 3 days per week) or in a one month
9 period.

10 Subcontractor, Part Time - An individual performing work in the
11 contract facility which requires performance of 29 total days or
12 232 hours or less which can be accrued incrementally (i.e., 2
13 hours per week, 3 days per week) in a 29 day period. Part-time
14 subcontractors shall be escorted at all times while in the
15 institution or when outside the institution if the possibility
16 exists of coming into contact with inmates.

17 USMS - United States Marshals Service.

18 Warden - The contractor's official, regardless of title (e.g.,
19 Chief Executive Officer), who has ultimate onsite responsibility
20 for the overall management and operation of a facility.

21 Additional definitions are contained in the ACA/ACI Standards and
22 Standards Supplement.

1 **PERFORMANCE OBJECTIVES**

2 **A. Contract Performance**

3 All services and programs shall comply with the SOW; United
4 States Constitution; all applicable federal, state and local laws
5 and regulations; applicable Presidential Executive Orders (E.O.);
6 all applicable case law; and court orders. Should a conflict
7 exist between any of the aforementioned standards, the most
8 stringent shall apply. When a conflict exists and a conclusion
9 cannot be made as to which standard is more stringent, the CO
10 shall determine the appropriate standard. The contractor shall
11 comply with and implement any applicable changes to BOP policy,
12 Department of Justice (DOJ) regulation, Congressional mandate,
13 federal law, DC law or E.O. Should the Government invoke such
14 changes, the contractor retains rights and remedies (i.e.,
15 equitable adjustment) under the terms and conditions of the
16 contract.

17 BOP reserves the right to have various staff on site to monitor
18 contract performance. The Government reserves its right to
19 conduct announced and unannounced inspections of any part of the
20 institution at any time and by any method to assess contract
21 compliance.

22 **B. General Administration**

23 The contractor is required to perform in accordance with the most
24 current edition of the ACA/ACI Standards. The contractor shall
25 obtain ACA accreditation within 24 months of the NTP and shall
26 maintain continual compliance with all ACA/ACI Standards during
27 the performance of the contract unless otherwise specified by the
28 CO. Once full accreditation has been obtained, the contractor
29 shall maintain this accreditation throughout the life of the
30 contract, inclusive of any option periods exercised. Failure to
31 perform in accordance with contract requirements and to obtain
32 ACA accreditation within 24 months of the NTP may result in a
33 reduction of the monthly operating price in accordance with the
34 contract terms.

35 Accomplishment of some ACA/ACI Standards is augmented by BOP
36 policy and/or procedure. In these instances, the SOW identifies
37 and provides direction for the enhanced requirements.

1 The contractor is responsible for development and administration
2 of a comprehensive Quality Control Program (QCP) which ensures
3 all requirements of this contract are achieved. The specific
4 requirements for the QCP are detailed in Section J.

5 Several sections of this SOW require the contractor to maintain a
6 system of records identical to the BOP. The contractor shall not
7 establish a separate system of records without prior written
8 approval of the CO. All records related to contract performance
9 shall be retained in a retrievable format for the duration of the
10 contract. Except as otherwise expressly provided in this SOW,
11 the contractor shall, upon completion or termination of the
12 resulting contract or upon request, transmit to the Government
13 any records related to performance of the contract.

14 The contractor shall comply with all statutes, regulations and
15 guidelines from the National Archives and Records Administration.
16 Records and information management functions are required and
17 mandated by the following regulations: 44 USC 21, 29, 31 and 33;
18 36 Code of Federal Regulations (CFR) Chapter 12, Sub-chapters A
19 and B; Office of Management and Budget (OMB) Circular A-130; and
20 DOJ Order 2710.8C, Removal and Maintenance of, and Access to,
21 Documents. Criminal penalties for unlawfully destroying,
22 damaging or removing federal records is addressed in 18 USC 2071,
23 793, 794 and 798.

24 The contractor shall protect, defend, indemnify, save and hold
25 harmless the Government, BOP and its employees or agents from and
26 against any and all claims, demands, expenses, causes of action,
27 judgments and liability arising out of, or in connection with,
28 any negligent acts or omissions of the contractor, its agents,
29 subcontractors, employees, assignees or any one for whom the
30 contractor may be responsible. The contractor shall also be
31 liable for any and all costs, expenses and attorneys fees
32 incurred as a result of any such claim, demand, cause of action,
33 judgment or liability, including those costs, expenses and
34 attorneys fees incurred by the Government, BOP and its employees
35 or agents. The contractor's liability shall not be limited by
36 any provision or limits of insurance set forth in the resulting
37 contract.

38 In awarding the contract, the Government does not assume any
39 liability to third parties, nor will the Government reimburse the
40 contractor for its liabilities to third parties, with respect to
41 loss due to death, bodily injury or damage to property resulting

1 in any way from the performance of the contract or any
2 subcontract under this contract.

3 The contractor shall be responsible for all litigation, including
4 the cost of litigation, brought against it, its employees or
5 agents for alleged acts or omissions. The CO/COR shall be
6 notified in writing of all litigation pertaining to this contract
7 and provided copies of any pleadings filed or said litigation
8 within five working days of the filing. The contractor shall
9 cooperate with Government legal staff and/or the United States
10 Attorney regarding any requests pertaining to federal or
11 contractor litigation.

12 Policies and procedures shall be developed to ensure a positive
13 relationship is maintained with all levels of the federal
14 judiciary. The contractor's procedures shall ensure a tracking
15 system is established which mandates all judicial inquiries and
16 program recommendations are responded to in a timely and accurate
17 manner. All judicial inquiries and contractor responses
18 specifically related to an inmate shall be made part of the
19 inmate's central file.

20 The contractor shall notify the COR immediately when a request is
21 made by a member of the United States Congress for information or
22 to visit the institution. All responses to Congress shall be
23 cleared, in advance, by the COR.

24 The COR shall be notified when a request is made for inmate or
25 employee interviews or visits to the institution by any
26 representative of the media as defined by P.S. 1480.05, News
27 Media Contacts, dated 9/21/00. The contractor shall permit
28 inmate interviews by legitimate media consistent with P.S.
29 1480.05.

30 The contractor shall coordinate, in advance, all public
31 information related issues with the CO prior to NTP and the COR
32 after NTP. All press statements and releases shall be cleared,
33 in advance, with the CO prior to NTP and the COR after NTP.

34 The contractor shall promptly make public announcements stating
35 the facts of unusual newsworthy incidents to local media.
36 Examples of such events include, but are not limited to, deaths
37 by other than natural causes, escapes from custody and
38 institution emergencies.

1 The contractor shall ensure employees agree to use appropriate
2 disclaimers clearly stating the employees' opinions do not
3 necessarily reflect the position of the BOP or DOJ in any public
4 presentations they make or articles they write which relate to
5 any aspect of contract performance or the facility operations.

6 **C. Fiscal Management**

7 Commissary Operation

8 A commissary shall be operated by the contractor as a privilege
9 for inmates. The commissary shall have items available for
10 purchase which are not required to be furnished by the contractor
11 in accordance with the objectives of the contract. Inmates shall
12 have the opportunity to purchase from the commissary at least
13 once a week. A copy of the commissary inventory shall be
14 provided to the BOP upon request.

15 The contractor shall ensure inmates spend no more on purchases
16 than the BOP's current national spending limitation for
17 commissary sales. The contractor shall not sell or stock items
18 which are prohibited by the BOP as defined in P.S. 4500.05, Trust
19 Fund/Deposit Fund Manual, dated 1/22/07, Chapter 3.4.

20 The selling price of each item ordered and sold in the commissary
21 shall be calculated based on the cost of each sellable unit. The
22 markup of merchandise shall be no more than the following: 0%
23 for postage stamps, religious items, education course/resource
24 requirements; 5% for Special Purchase Orders (SPO) purchased at
25 retail cost; 30% on standard/SPOs purchased at non-retail cost;
26 preprinted sales prices printed on packaging will be sold at the
27 preprinted price. Once an item is marked up, any applicable
28 sales tax will need to be added and the total price rounded to
29 the next highest nickel.

30 The contractor shall establish procedures to maintain
31 accountability of all trust fund monies and property to prevent
32 waste, fraud and abuse.

33 The contractor shall review commissary inventories for excessive
34 inventory differences and to ensure the commissary remains within
35 acceptable tolerance levels. The tolerance level for inventory
36 differences is calculated by multiplying .0025 times the last six
37 months sales at cost.

1 The contractor shall establish procedures in accordance with P.S.
2 4500.05, Trust Fund/Deposit Fund Manual, dated 1/22/07, Chapter
3 3, when disposing of commissary merchandise when it is damaged,
4 unfit for resale or destroyed. The total of unsaleable
5 merchandise at cost cannot exceed .0015 times the actual regular
6 commissary semi-annual sales at cost in any one inventory period.

7 Inmate Benefit Fund

8 Any revenues earned in excess of those needed for commissary
9 operations shall be used to provide benefit to all inmates via an
10 inmate benefit fund. The contractor may use P.S. 4500.05,
11 Chapter 2, as a guide for appropriate expenditures from this
12 fund. However, prohibited items, as defined by the BOP, shall
13 not be purchased with commissary revenues. Individual
14 expenditures from the inmate benefit fund that exceed \$10,000
15 shall be approved by the contractor's corporate office. Records
16 of inmate benefit fund expenditures shall be maintained on site
17 at the contract facility and available for review by the BOP. At
18 the conclusion of the contract, the inmate benefit fund shall
19 revert back to the Government. Any interest earned on this fund
20 shall be credited to the inmate benefit fund.

21 Inmate Funds

22 If inmate funds are placed in an interest bearing account, the
23 interest earned must be credited to the inmate.

24 Procedures shall be established for transferring inmate personal
25 funds upon release from the institution, transfer to another
26 institution or when an inmate requests a funds transfer to an
27 outside source. The contractor shall ensure all inmates who are
28 scheduled for removal to foreign destinations are given all funds
29 immediately prior to release from the institution. Transfer of
30 inmate funds shall occur within five working days upon release
31 from the institution, transfer to another institution or when an
32 inmate requests a funds transfer to an outside source.

33 Inmates who transfer to a BOP institution shall have their funds
34 sent to the BOP National Lockbox address below in accordance with
35 the procedures defined in P.S. 4500.05, Chapter 9.6:

1 Federal Bureau of Prisons
 2 *Insert Inmate Eight Digit Register Number*
 3 *Insert Inmate's Committed Name*
 4 PO Box 474701
 5 Des Moines, IA 50947-0001

6 Unclaimed Inmate Funds

7 The contractor shall exhaust all avenues to locate inmates and
 8 forward their inmate account balances. If after three months the
 9 inmate cannot be located, the contractor shall forward the inmate
 10 account balance to the BOP as instructed below:

- 11 1) Check made payable to the individual inmate must
 12 contain the inmate's committed name and register
 13 number. The sender's name must be included on the
 14 check and/or mailing envelope.
- 15 2) Check made payable to the BOP for the purposes of
 16 consolidating several inmate account balances must be
 17 accompanied by a Field Submission Form provided by the
 18 BOP.
- 19 3) Field Submission Forms shall list the inmate's
 20 committed name, register number and amount to be
 21 credited to the inmate. One Field Submission Form
 22 shall be completed for each check.
- 23 4) Signed memorandum must accompany each Field Submission
 24 Form certifying all avenues to locate the inmate(s)
 25 listed on the form have been exhausted.
- 26 5) Unclaimed funds shall be sent to the following address:

27
 28 Federal Bureau of Prisons
 29 *Insert Inmate Eight Digit Register Number*
 30 *Insert Inmate's Committed Name*
 31 Trust Fund Branch/Deposit Fund
 32 320 First Street, NW
 33 Room 5005
 34 Washington, DC 20534

35 **D. Personnel**

36 For purposes of the Personnel portion of the contract, the terms
 37 "employee," "subject" and "applicant" refer to any person
 38 applying to work for the contractor as an employee or

1 subcontractor, or who may already be employed by the contractor,
 2 who has not previously completed the personnel security
 3 requirements detailed in this section of the contract and who has
 4 not received a favorable suitability adjudication from the BOP.

5 The contractor shall develop written procedures for the security
 6 and supervision of employees and subcontractors who work on this
 7 contract in accordance with the Notice of Contractor Personnel
 8 Security Requirements Clause and with the requirements of
 9 Homeland Security Presidential Directive-12 (HSPD-12) located in
 10 Section I of the contract. The procedures shall include record
 11 keeping, identification badges and escort protocols. The
 12 contractor shall include these procedures in the contractor's
 13 Personnel Policy Manual.

14 Staffing Plan

15 The contractor may restructure the staffing plan in any manner
 16 that does not reduce the minimum performance requirements of the
 17 contract and does not eliminate essential personnel or personnel
 18 as required by the most current version of ACA/ACI Standards.

19
 20 The contractor shall provide the CO with a staffing plan and
 21 subsequent changes to the staffing plan.

22 23 Employment Procedures

24 The Warden or designee shall be the contractor's contact person
 25 for all matters regarding the processing of contractor personnel.

26 Prior to employees entry on duty (EOD) at the facility, the
 27 contractor shall ensure the following steps are completed for
 28 each applicant, full or part time, as listed below:

- 29 1) Conduct a credit check for employment purposes as
- 30 described in the Fair Credit Reporting Act;
- 31 2) Conduct a pre-employment interview;
- 32 3) Complete an Employment Eligibility Verification (Form
- 33 I-9);
- 34 4) Voucher the applicant's employment record for the past
- 35 five years;
- 36 5) Perform a Law Enforcement Agency Check for the past
- 37 five years;
- 38 6) Certify the applicant is a U.S. citizen (see below -

- 1 Other Requirements);
- 2 7) Certify the applicant has met the residency
3 requirements (see below - Other Requirements);
- 4 8) Applicant shall complete Questionnaire for Public Trust
5 Positions (SF-85P) or approved equivalent;
- 6 9) Complete and submit FBI fingerprint form (FD-258);
- 7 10) Coordinate the process for BOP staff to conduct
8 criminal history checks from the National Crime
9 Information Center (NCIC) and National Law Enforcement
10 Telecommunication System (NLETS).

11 The contractor shall also ensure the following HSPD-12
12 requirements are completed for each applicant who requires access
13 to federal information systems, i.e., SENTRY:

- 14 • Employment Eligibility Verification (Form I-9) must be
15 verified by a BOP official;
- 16 • Coordinate the process with the BOP for a National
17 Agency Check with Inquiries (NACI);
- 18 • Questionnaire for Public Trust Positions (SF-85P) and
19 FBI fingerprint form (FD-258) shall be submitted to the
20 Office of Personnel Management (OPM).
- 21

22 The determination for employment suitability must be made using
23 the BOP's current Guidelines of Acceptability (Guidelines).
24 Based on steps #1-8 and the Guidelines, the contractor will
25 determine if the applicant is suitable for employment. The
26 Warden shall certify steps #1-8 have been completed with
27 satisfactory results and submit this certification with the
28 applicant's information to the BOP for conditional approval. The
29 applicant's information shall include the following: full name,
30 date of birth, driver's license number and issuing state, social
31 security number and position applied for.

32 The contractor shall also certify the HSPD-12 requirements listed
33 above have been completed for applicants requiring access to
34 federal information systems. The contractor's request for
35 conditional approval for these applicants must include the
36 schedule date for the OPM-NACI investigation and indicate the
37 request is for a moderate risk level position.

38 After receiving the BOP's conditional approval, the contractor
39 shall complete the following steps:

- 40
- 41 11) Conduct a urinalysis in accordance with P.S. 3735.04,

- 1 Drug Free Workplace, dated 6/30/97;
2 12) Applicant shall complete Supplemental Questionnaire for
3 Selected Positions (OPM SF-85P-S) or approved
4 equivalent;
5 13) Notify COR of Limited Background Investigation (LBI)
6 initiation.

7 Positions requiring the OPM SF-85P-S or equivalent are those
8 employees required to carry firearms during the course of their
9 employment.

10 Contractor responsibilities subsequent to EOD date:

- 11
12 14) Notify COR within 24 hours of actual EOD;
13 15) Receipt and review of LBI report (Section J).

14
15 The BOP retains authority to approve all contractor staff,
16 subcontractor employees and volunteers who work or have contact
17 with federal inmates under the terms of this contract. No
18 individual who is under supervision or jurisdiction of any
19 parole, probation or correctional authority shall be employed.

20 The contractor shall develop procedures to coordinate with the
21 COR to process and initiate NCIC/NLETS functions in accordance
22 with P.S. 1280.11, JUST, NCIC, and NLETS Telecommunication
23 Systems (Management and Use), dated 1/7/00, for criminal history
24 checks to maintain institution security. NCIC/NLETS may not be
25 utilized for Justice Employment checks. The contractor shall
26 adhere to the Federal Bureau of Investigation (FBI) Criminal
27 Justice Information Services (CJIS) Security Addendum as included
28 in Section J of the contract. The contractor shall ensure use of
29 NCIC/NLETS is performed only to the direct benefit and
30 furtherance of the contract.

31 The contractor shall develop procedures to coordinate with the
32 COR to process and submit the forms required to obtain a NACI in
33 accordance with the provisions of HSPD-12 as located in Section I
34 of the contract and as required by OPM.

35 Within one year of each onsite employee's EOD, the contractor
36 shall obtain, review, identify and resolve derogatory information
37 contained on the LBI results using the Adjudication Standards for
38 Resolving Limited Background Investigations and Periodic
39 Reinvestigations outlined in Section J. The contractor shall
40 determine the employee's suitability for employment under this

1 contract. Investigations with little or no derogatory
2 information will be reviewed and forwarded to the COR within 90
3 days of the investigation completion date. Investigations
4 requiring resolution of derogatory information will be forwarded
5 within 180 days of the investigation completion date. Extended
6 adjudication time frames on a case-by-case basis may be requested
7 from the COR.

8 The contractor shall ensure all employees and full-time
9 subcontractor employees are reinvestigated as prescribed in the
10 Scope and Coverage of a Periodic Reinvestigation in Section J of
11 the contract.

12 Upon receipt, review and resolution of any derogatory information
13 contained in the reinvestigation report, the Warden shall forward
14 to the COR a written final determination regarding the employee's
15 continued employment under this contract. A copy of the
16 reinvestigation report results shall be attached.

17 The contractor shall maintain all personnel records on site for
18 the duration of the contract and make these records available to
19 the BOP upon request.

20 Waivers

21 If the applicant does not meet the BOP's current Guidelines and
22 is still a desirable employee, the contractor may request a
23 written waiver to the Guidelines, submitted to the COR, which
24 includes:

- 25 1) details and circumstances of the applicant's behavior
26 which is outside the Guidelines;
- 27 2) reason(s) why the applicant should receive further
28 consideration; and
- 29 3) availability of other suitable applicants.

30 Other Requirements

31
32 The contractor shall not employ any individual who has a felony
33 or misdemeanor conviction of domestic violence.

34 The contractor shall not employ any individual who is not a U.S.
35 citizen unless otherwise approved by the CO. Citizens of the
36 United States include those who were: born in the United States
37 (the fifty states, District of Columbia, Puerto Rico, Guam (since

1 1950) or the United States Virgin Islands); born outside the
2 United States to parents who are citizens of the United States,
3 one of which was physically present in the United States or one
4 of its outlying possessions for a continuous period of one year
5 at any time prior to the birth of the person (in some situations
6 only one person has to be a citizen); naturalized as a U.S.
7 citizen; or otherwise granted citizenship under authorities
8 described in law, beginning at 8 USC 1401. For non-citizen
9 applicants of subcontractors, the contractor must seek approval
10 from the CO. Non-citizen applicants of subcontractors must be
11 citizens of an allied nation as defined by OPM (see
12 <http://www.opm.gov/employ/html/Citizen.htm>).

13 All applicants or subcontractors (U.S. citizen or otherwise) must
14 have, immediately prior to applying for a position:

- 15 1) resided in the United States three of the past five
16 years;
- 17 2) worked for the United States overseas in a federal or
18 military capacity; or
- 19 3) been a dependent of a federal or military employee
20 serving overseas.

21 The CO has final approval authority for non-citizen and non-
22 residency employment for all potential employees and
23 subcontractors.

24 The contractor shall maintain verification of training and
25 experience which shall include credentials for all professional
26 staff. All credentials shall be kept current and maintained for
27 the duration of the individual's performance under the contract.

28 Employment Agreement

29 In the absence of a collective bargaining agreement, the
30 contractor must enter into a written employment agreement with
31 each employee assigned to work at the contractor's facility.
32 This agreement must provide, in recognition of the public safety
33 requirements for uninterrupted services at the contractor's
34 facility and in return for adequate consideration, including
35 grievance procedures, the contractor employee agrees not to
36 strike or otherwise interrupt normal operations at the
37 contractor's facility without giving 30 days advance written
38 notice.

1 The contractor must ensure a contingency plan covering work
2 actions or strikes is developed and maintained in a secure
3 location.

4 In the event the contractor negotiates collective bargaining
5 agreements applicable to the work force under the contract, the
6 contractor must use its best efforts to ensure such agreements
7 contain provisions designed to ensure continuity of services.
8 All such agreements entered into during the contract period of
9 performance should provide grievances and disputes involving the
10 interpretation or application of the agreement will be settled
11 without resorting to strike, lockout or other interruption of
12 normal operations.

13 For this purpose, each collective bargaining agreement should
14 provide an effective grievance procedure with arbitration as its
15 final step unless the parties mutually agree upon some other
16 method of assuring continuity of operations. As part of such
17 agreements, management and labor should agree to cooperate fully
18 with the Federal Mediation and Conciliation Service. The
19 contractor shall include the substance of this clause (paragraph,
20 provision, etc.) in any subcontracts for protective services.

21

22 Staffing

23 The following are essential personnel with respective minimum
24 qualification requirements and are critical for performance of
25 the contract. The contractor may use other titles. Within 15
26 days of contract award, the contractor shall submit a written
27 request (to include a resume) to the COR for conditional
28 contractor employment approval of the Project Coordinator,
29 Warden(s) and Associate Warden(s). The 15-day period may be
30 extended for the Warden(s) and Associate Warden(s) positions if
31 requested in writing by the contractor and approved by the CO.

32 Project Coordinator - Knowledge and experience within the
33 last five years in planning and executing similar contract
34 requirements as contained within this SOW.

35 Warden(s) - Knowledge of program objectives, policies,
36 procedures and requirements for managing a secure
37 correctional facility. A minimum of ten years experience in
38 corrections or related field with experience in the
39 management of a correctional facility at the Associate
40 Warden level or above.

1 Associate Warden(s) - Knowledge of program objectives,
 2 policies, procedures and requirements for managing a
 3 correctional facility. A minimum of ten years experience in
 4 corrections or related field with five years experience in
 5 the field of corrections at the level of mid-management.

6 The essential personnel listed below are critical for the
 7 performance of this contract: knowledge of program objectives,
 8 policies, procedures and requirements specific to their
 9 department. A minimum of five years experience specific to their
 10 department is required.

11 Administrator, Religious Services
 12 Case Management Coordinator
 13 Chief, Correctional Services
 14 Computer Services Manager
 15 Correctional Shift Supervisors
 16 Facilities Manager/Administrator
 17 Food Service Administrator
 18 Human Resource Manager
 19 Inmate Systems/Records Office Manager
 20 Intelligence Officer
 21 Medical Services Administrator
 22 Quality Control Specialist
 23 Safety/Environmental Specialist

24 The Administrator, Religious Services shall meet the
 25 certification standards of the American Correctional Chaplains
 26 Association.

27 The CO may reduce the monthly invoice for salaries and benefits
 28 on any unfilled essential position.

29 Subcontractors

30 Full-time Subcontractors: The contractor shall complete steps
 31 #1-15, as outlined in Employment Procedures above, for each full-
 32 time subcontractor employee. Any full-time subcontractor
 33 requiring SENTRY access must also have the HSPD-12 requirements
 34 completed.

35 Part-time Subcontractors: The contractor, at a minimum, shall
 36 complete the following for all part-time subcontractors:

- 1 1) Employment Eligibility Verification (Form I-9);
- 2 2) Coordinate the process for BOP staff to conduct
- 3 criminal history checks - NCIC/NLETS.

4 Any part-time subcontractor requiring SENTRY access must also
5 have the HSPD-12 requirements completed.

6 The contractor shall use the BOP's current Guidelines when
7 determining subcontractor employment. In addition, the
8 contractor shall not hire any subcontractor, full time or part
9 time, who under the following circumstances: knows any person or
10 has any relatives who are currently incarcerated in the facility;
11 has any criminal charges currently pending; or is currently under
12 any incarceration order, probation or court supervision.

13 Subcontractor employees are required to adhere to the
14 contractor's Standards of Conduct mentioned below. The BOP has
15 the authority to approve all subcontractors who have contact with
16 federal inmates under the terms of this contract.

17 Volunteers

18 The contractor shall develop written procedures for the use,
19 security and supervision of volunteers. The procedures shall
20 outline record keeping, identification badges and escort
21 protocols. The contractor shall include these procedures in the
22 Personnel Policy Manual.

23
24 Volunteers must be 18 years old or older. Ex-offenders with at
25 least three years of crime-free conduct after release, or with a
26 favorable report upon completion of probation or parole, may be
27 utilized as volunteers. Volunteers shall not be granted waivers
28 for unescorted status or passes.

29 The contractor shall complete the following for each volunteer
30 working in the facility:

- 31 1) Full name and personal information, (e.g., address,
32 date of birth, driver's license number and issuing
33 state, social security number);
- 34 2) Complete and submit FBI fingerprint form (FD-258);
- 35 3) Coordinate the process for BOP staff to conduct
- 36 criminal history checks - NCIC/NLETS.

1 The contractor, at a minimum, shall review the volunteer's
2 personal information. The COR will review any criminal
3 background information to determine if the applicant is suitable
4 in accordance with BOP's current Guidelines for entrance into the
5 facility.

6 Volunteers are required to adhere to the contractor's Standards
7 of Conduct mentioned below. The BOP has the authority to approve
8 all volunteers who have contact with federal inmates under the
9 terms of this contract.

10 Standards of Conduct

11 The contractor shall develop written Standards of Conduct on
12 employee conduct, ethics and responsibility. The contractor's
13 Standards of Conduct shall include those standards defined in
14 Section J. These standards shall be a part of the Personnel
15 Policy Manual. The contractor shall document and ensure all
16 employees review the Standards of Conduct annually. In addition
17 to employees, subcontractors and volunteers are also required to
18 adhere to the Standards of Conduct at all times. Employees,
19 subcontractors and volunteers shall receive Standards of Conduct
20 Training as part of their individual institutional
21 familiarization and annual training. Notices explaining
22 employees rights to report misconduct and contact information for
23 all investigative authorities of competent jurisdiction shall be
24 prominently displayed.

25 The contractor shall refer allegations of employee, subcontractor
26 or volunteer misconduct in accordance with procedures defined by
27 the BOP. The contractor shall cooperate fully with the cognizant
28 authority in any investigation of alleged misconduct.

29 The Government reserves its right, consistent with its
30 obligations under applicable law, to conduct investigations of
31 any alleged misconduct which has the potential to adversely
32 impact the programs or operations of the DOJ and BOP, including
33 the care, custody, health and safety of inmates and BOP staff or,
34 where applicable, the correctional institution and to withdraw
35 final employment approval authority for any employee as warranted
36 by Standards of Conduct violations.

37 **E. Training and Staff Development**

38 The Government will provide specialized training to assist the

1 contractor in performing some specialized requirements. The
 2 training will be provided to the contractor at no cost and on a
 3 one-time basis only. Contract employees' travel/lodging expenses
 4 will not be paid by the BOP. To receive the training, the
 5 contractor must submit a written request to the COR outlining the
 6 training participants and time frame for training.

7 1. Records Office (Records Office Staff)

8 Training

- 9 a. Movement Coordination Training - 6 hours
 10 b. Principles of Sentence Computation (includes
 11 maintenance, retirement and disposal of inmate files) -
 12 32 hours
 13 c. Advanced Sentence Computations - 32 hours

14 Self Study Courses and Modules

- 15 a. Mail Room Self Study and Survival Skills Guide
 16 b. Receiving and Discharge Self Study and Survival Skills
 17 Guide
 18 c. Processing Inmates In-Out Module
 19 d. Detainers, Writs and IAD Module
 20 e. Mailroom Management Module
 21 f. Sentence Computation and Judgement and Commitment File
 22 Module

23 2. Correctional Programs (Affected Staff)

- 24 a. Case Management/Central Inmate Monitoring (includes
 25 Victim Notification System) - 24 hours
 26 b. Inmate Discipline Training - 24 hours
 27 c. Disciplinary Hearing Officer (DHO) Training - 24 hours
 28 d. Joint Automated Booking System (JABS) - 16 hours
 29 e. NCIC/NLETS (Practitioner/Administrator) - training disk
 30 f. Adam Walsh Training - 4 hours

31 3. Other

- 32 a. Human Resource Management (includes background
 33 investigation issues) - 24 hours
 34 b. Basic SENTRY - 2 hours
 35 c. Central Inmate Monitoring Certification Correspondence
 36 Course
 37

38 The contractor may request, at its expense and subject to the
 39 approval of the COR, additional Government training to supplement

1 the initial training outlined above or other training as it
2 applies to BOP-mandated contract performance.

3 The contractor shall develop and implement a comprehensive staff
4 training program addressing the institution's sexual
5 abuse/assault prevention and intervention program. Written
6 policy, procedure and practice shall provide all staff, to
7 include volunteers, receive such training prior to assumption of
8 duties and on an annual basis as part of the institution's in-
9 service training plan.

10 Pre-service and in-service training shall be augmented with
11 specialized training and continuing education for appropriate
12 staff (e.g., case managers, counselors, psychology services
13 staff, chaplaincy staff, correctional officers, investigatory
14 officials, health/mental health care providers, etc.).

15 The contractor shall provide disturbance control training to
16 appropriate staff.

17

18 **F. Case Records**

19 Inmate Files

20 All inmate files (e.g., central files, medical files, judgment
21 and commitment (J&C) files, etc.) are to be prepared, maintained
22 and disposed of in accordance with BOP format and procedures.

23 Policy and procedures shall be developed to ensure the
24 confidentiality and security of all inmate central files (e.g.,
25 J&C files, central files, United States Parole Commission mini-
26 files) in accordance with P.S. 5800.13, Inmate Systems Management
27 Manual, dated 6/28/02, P.S. 5800.11, Inmate Central File,
28 Privacy Folder, and Parole Mini-Files, dated 12/31/97, and in
29 accordance with all applicable federal provisions (e.g., 5 USC
30 552 and 552a).

31 Records Office Procedures

32 The contractor shall interact with other agencies to satisfy
33 outstanding inmate obligations, including, but not limited to:

- 34 1) processing of federal and state writs;
35 2) administration of the Interstate Agreement on

1 Detainers;
2 3) detainer inquiries;
3 4) lodging and removal of detainers;
4 5) notification requests from other agencies; and
5 6) coordination of transfer/inmate movement in and out of
6 the facility in accordance with P.S. 5800.13, Inmate
7 Systems Management Manual, dated 6/28/02, Chapter 8;
8 P.S. 5875.12, Transfer of Inmates to State Agents for
9 Production on State Writs, dated 7/31/03; and P.S.
10 5800.12, Receiving and Discharge Manual, dated 8/17/98.

11 No BOP inmate shall be admitted to the institution unless
12 designated by the BOP. No BOP inmate shall be permanently
13 released from custody without BOP written approval.

14 Sentence computations shall be completed in accordance with P.S.
15 5800.13, Inmate Systems Management Manual, dated 6/28/02; P.S.
16 5880.28, Sentence Computation Manual (CCA of 1984), dated
17 7/20/99; 28 CFR 523; and federal criminal code and rules prior to
18 being submitted to the BOP for review.

19 The contractor shall use SENTRY for the following procedures:
20 admissions and releases; inmate counts; medical data; inmate
21 work, housing assignments, classification and programming;
22 education data; discipline data; victim/witness program; sentence
23 computations, including good time; and United States Parole
24 Commission actions. The contractor has the option to use SENTRY
25 for any other procedures as approved by the COR.

26 The contractor shall: maintain inmate J&C files; maintain file
27 accountability and security; respond to inmate inquiries; respond
28 to outside requests for information; compute sentences and
29 determine release dates; enter sentence computations in SENTRY;
30 update sentence computations according to amended court orders;
31 post good conduct time for sentence computations; verify release
32 methods and dates prior to an inmate's release; scan all J&C file
33 documents and electronically submit to BOP; and make any changes
34 as directed by the BOP.

35 The contractor shall sign the Release Authorization after
36 certification and final audit has been performed by BOP staff.
37 In instances of immediate release, the BOP will certify the
38 contractor's sentence computation.

39 The contractor shall comply with the Privacy Act of 1974 (5 USC

1 552a) and 28 CFR Parts 16 and 513.

2 Pre-Sentence Investigation Reports

3 An inmate's Pre-Sentence Investigation Reports (PSR) and
4 Statements of Reasons (SOR) from criminal judgments are provided,
5 where authorized by the court, to the contractor to facilitate
6 sentence administration functions only (e.g., classification,
7 designation, programming, sentence calculation, pre-release
8 planning, escape apprehension, prison disturbance response,
9 sentence commutation, pardon and deportation proceedings of the
10 inmate). The contractor is prohibited from disclosing copies of,
11 or information from, these documents to persons unrelated to the
12 inmate's sentence administration. Requests for access to these
13 documents from any persons unrelated to the offender's sentence
14 administration should be referred to the BOP in accordance with
15 28 CFR 513.

16 The contractor must provide inmates local access to review their
17 own PSRs and SORs but is prohibited from allowing inmates to
18 obtain and/or possess photocopies. Local access means contractor
19 staff must provide inmates reasonable opportunities to locally
20 review their PSRs and SORs as staff time and official duties
21 permit. During local reviews, inmates are allowed to make
22 handwritten notes, including hand copying the document word-for-
23 word. Only the photocopy replication of these documents is
24 prohibited.

25 PSRs and SORs are part of the inmate's central file, and the
26 contractor shall manage these documents in accordance with P.S.
27 5800.11, Inmate Central File, Privacy Folder, and Parole
28 Mini-Files, dated 12/31/97. For example, when inmates are
29 transferred from the contractor facility to another facility, the
30 entire inmate central file shall be transferred to the new
31 facility. Similarly, when an inmate is released from the
32 sentence, the entire inmate central file shall be archived as a
33 BOP record.

34 **G. Information Systems and Research**

35 Information Systems

36 The BOP information system environment includes mainframe,
37 Local Area Network (LAN) and Wide Area Network (WAN) components.

1 The BOP mainframe software environment exists in an internally
2 developed application named SENTRY which is used to support
3 facility operations. The contractor shall provide and maintain
4 hardware and software to access SENTRY in the manner referenced
5 in Section J to operate the facility.

6 The contractor shall appoint a SENTRY security manager who shall
7 be the contractor's point of contact for SENTRY use at the
8 institution. It is suggested the SENTRY security manager be a
9 collateral duty appointment. All contractor and subcontractor
10 staff being granted access to SENTRY shall sign a SENTRY Rules of
11 Behavior form located in Section J. The SENTRY security manager
12 shall keep these on file.

13 The technical hardware environment in which computer services are
14 to be performed consists of IBM-compatible Personal Computers
15 (PC) operating on a LAN. In addition to providing for the inter-
16 connection of PC workstations, the LAN also provides connections
17 to a BOP centralized gateway which connects to an IBM-compatible
18 mainframe computer located in a DOJ data center.

19 All network operating system hardware furnished by the
20 contractor shall be compatible with BOP equipment throughout
21 the life of the contract at the contractor's expense. The
22 network switching infrastructure must be Cisco hardware and
23 software. BOP National Network Communications staff must be
24 provided enable password access to all the Cisco infrastructure
25 equipment.

26 The contractor is required to provide the hardware and software
27 contained in Section J in order to participate in the BOP's
28 information system environment.

29 All network operating system software, applications software and
30 configurations not furnished by the Government shall be the same
31 release, version and configuration currently specified by the
32 contract. The contractor shall adhere to P.S. 1237.14, Personal
33 Computers and Network Standards, dated 5/7/07, and its associated
34 Technical Bulletins.

35 The contractor shall ensure the inmate "automated system of
36 records" is compatible with standard BOP facility and operational
37 requirements.

1 If it is technically feasible and if approved by the BOP Chief
2 Information Officer (CIO), the contractor shall be permitted
3 access to the following programs: Victim Notification System
4 (VNS), Centra, Web 106, Joint Automated Booking System (JABS) and
5 the Magic Help Desk (one license per facility). Access shall be
6 coordinated through the COTR and COR.

7 The contractor shall adhere to P.S. 1237.13, Information
8 Security, dated 3/31/06, which governs such areas as: security
9 for and access to sensitive information and systems; minimum
10 personnel security pre-requisites for computer system users and
11 administrators; and security and access to computer rooms, etc.

12 The contractor shall ensure fundamental information technology
13 resources (computer hardware, network and operating system
14 software and telecommunications facilities) used in performance
15 of this contract function properly and are maintained in good
16 operating condition. A minimum Operational Availability Rate
17 (OAR) of 97% is required for all such resource components. The
18 contractor shall ensure such resources are compatible with
19 existing BOP equipment, systems and data exchange functions.

20 GroupWise shall be configured as an external domain to the BOP
21 primary domain and shall have no physical or logical connections
22 to any internal or external mail system other than the BOP.

23 Unless specifically approved by the BOP CIO and the COR, the
24 contractor's network shall have no physical or logical
25 connectivity to any external systems except to the BOP WAN.

26 The contractor shall have video conferencing capabilities which
27 can be utilized for Government supplied training, inmate legal
28 hearings as required by the Government, conferences, etc. In
29 order to support video conferencing, the video teleconference
30 device must be approved by the Computer Services and User Support
31 Branch prior to purchase. The device must be statically
32 addressed with an address provided by the BOP National Network
33 Communications (NNC) Branch. The LAN port used for the video
34 unit must be capable of fixed speed and duplex configuration and
35 verified by NNC.

36 Research

38 Advance approval from the COR shall be obtained for all proposed
39 research projects. These include projects conducted by the
40 contractor, subcontractors or any other party. The COR shall be

1 advised of the progress of all research projects, have total
2 access to all documents and be provided a copy of the final
3 report prior to any publication.

4 The contractor is required to participate in any research task
5 pursued by the Government and shall gather and provide any
6 information requested. Contractor participation is anticipated
7 to be primarily in the area of gathering and submitting
8 statistical information.

9 At the discretion of the Government, an independent evaluator,
10 compensated by the Government, may interview and/or administer
11 surveys to staff and inmates.

12 **H. Physical Plant**

13 The facility shall be operated and maintained to ensure inmates
14 are housed in a safe, secure and humane manner. All equipment,
15 supplies and services shall be contractor furnished except as
16 otherwise noted in this contract.

17 The facility shall be designed, constructed, operated and
18 maintained in accordance with all applicable federal, state and
19 local laws, regulations, codes, guidelines and policies. In the
20 event of a conflict between federal, state or local laws, codes,
21 regulations or requirements, the most stringent shall apply. In
22 the event there is more than one reference to a safety, health or
23 environmental requirement in an applicable law, standard, code,
24 regulation or Government policy, the most stringent requirement
25 shall apply.

26 The contractor shall provide and maintain an electronic security
27 alarm system which will identify any unauthorized access to the
28 institution's secure perimeter.

29 The facility shall comply with the International Code Council
30 (ICC) family of codes, including, but not limited to, the
31 following:

- 32 1) International Building Code (IBC);
- 33 2) International Plumbing Code (IPC);
- 34 3) International Mechanical Code (IMC); and
- 35 4) International Energy Conservation Code (IECC).

1 The contractor shall comply with the National Electric Code
2 (NEC). Fire protection and life safety issues shall be governed
3 by the latest edition of the National Fire Protection Association
4 (NFPA) 101, Code for Safety to Life from Fire in Buildings and
5 Structures, and applicable National Fire Codes (NFC). Should
6 conflicts occur between other codes and NFC, NFC shall apply.
7 The contractor shall comply with state and local building codes
8 to the maximum extent possible.

9 The facility shall comply with the Seismic Safety of Federal and
10 Federally Assisted or Regulated New Building Construction (E.O.
11 12699). The seismic safety requirements, as set forth in the ICC
12 family of codes, are the minimum standards. Should the code
13 applicable for the state in which the facility is located be more
14 stringent than the other codes set forth herein, the state code
15 shall prevail. If the code cannot be applied, then the locally
16 adopted codes would prevail for building standards and seismic
17 acceptability.

18 The facility shall comply with the requirements of the American
19 with Disabilities Act (ADA). All areas of the buildings and site
20 shall meet these requirements.

21 Activities implemented, in whole or in part, with federal funds,
22 must comply with applicable legislation and regulations
23 established to protect the human or physical environment and to
24 ensure public opportunities for review. The contractor shall
25 remain in compliance with federal statutes during performance of
26 the contract to include, but not be limited to, the Clean Air
27 Act, Clean Water Act, Endangered Species Act, Resource
28 Conservation and Recovery Act and other applicable laws,
29 regulations and requirements. The contractor shall also comply
30 with all applicable limitations and mitigation identified in any
31 Environmental Assessment or Environmental Impact Statement
32 prepared in conjunction with the contract pursuant to the
33 National Environmental Policy Act, 42 USC 4321.

34 The contractor shall be responsible for and shall indemnify and
35 hold the Government harmless for any and all spills, releases,
36 emissions, disposal and discharges of any toxic or hazardous
37 substance, pollutant or waste, whether sudden or gradual, caused
38 by or arising under the performance of the contract or any
39 substance, material, equipment or facility utilized therefore.
40 For the purposes of any environmental statute or regulation, the
41 contractor shall be considered the "owner and operator" for any
42 facility utilized in the performance of the contract and shall

1 indemnify and hold the Government harmless for the failure to
2 adhere to any applicable law or regulation established to protect
3 the human or physical environment. The contractor shall be
4 responsible in the same manner as above regardless of whether
5 activities leading to or causing a spill, release, emission or
6 discharge are performed by the contractor, its agent or designee,
7 an inmate, visitor or any third party.

8 Should any spills or releases of any substance into the
9 environment occur, the contractor shall immediately report the
10 incident to the CO. The liability for the spill or release of
11 such substances rests solely with the contractor and its agents.

12 A safety program shall be maintained in compliance with all
13 applicable federal, state and local laws, statutes, regulations
14 and codes. The contractor shall comply with the requirements of
15 the Occupational Safety and Health Act of 1970, 29 USC 651, et
16 seq., and all codes and regulations associated with 29 CFR 1910
17 and 1926.

18 All fire detection, communication, alarm, annunciation,
19 suppression and related equipment shall be operated, inspected,
20 maintained and tested in accordance with the most current edition
21 of NFPA 72, National Fire Alarm Code. Contractor shall provide
22 proof of testing and inspections as listed in NFPA 72 and NFPA
23 13, Installation of Sprinkler Systems, when required.

24 Promptly after the occurrence of any physical damage to the
25 institution (including disturbances), the contractor shall report
26 such damage to the COR. It shall be the responsibility of the
27 contractor to repair such damage, rebuild or restore the
28 institution consistent with the master design and construction
29 specifications for the facility at no cost to the Government.
30 Any deviation from the original design and construction
31 specifications shall require the prior written concurrence of the
32 CO.

33 The BOP anticipates a nominal number of BOP staff will be on site
34 to monitor contract performance and manage other BOP interests
35 associated with operation of the facility. With BOP concurrence,
36 the contractor shall designate approximately 2,500 square feet of
37 secure administrative office space for BOP staff operations as
38 indicated in Section J. BOP office space shall be located within
39 close proximity to the administrative office space for the
40 contractor's staff.

1 The contractor shall provide operational space for the Executive
2 Office for Immigration Review (EOIR) and United States
3 Immigration and Customs Enforcement (ICE) operations. EOIR and
4 ICE will require appropriate space to accommodate video
5 conferencing equipment for use in immigration removal processing.
6 Space requirements should, at a minimum, allow for the use of
7 video conferencing equipment for small groups of inmates and
8 escorting staff and one office for ICE. With BOP concurrence,
9 the contractor shall designate an area or multiple use space to
10 accommodate a video courtroom equal to approximately 300 square
11 feet and a separate office space for ICE at 150 square feet to be
12 located near each other and inside the secure perimeter of the
13 facility as indicated in Section J.

14 All office and multiple use space shall be climate controlled and
15 complete with appropriate electrical, communication and phone
16 connections. The contractor shall be responsible for all
17 maintenance, security and costs associated with space designated
18 for Government staff.

19 The contractor shall provide no less than 10 parking spaces for
20 Government use.

21 **I. Security and Control**

22 Use of Force

23 Any use of force by the contractor shall at all times be
24 consistent with all applicable policies of the Government. All
25 use of lethal force by the contractor or any other authority
26 shall be in compliance with P.S. 5500.12, Correctional Services
27 Procedures Manual, dated 10/10/03, Chapter 7, Section 702, Use of
28 Firearms. All use of less lethal force by the contractor or any
29 other authority shall be in compliance with P.S. 5566.06, Use of
30 Force and Application of Restraints, dated 11/30/05.

31 All use of force incidents shall be reported in accordance with
32 P.S. 5500.12, Correctional Services Procedures Manual, dated
33 10/10/03, Chapter 6, Sections 602, 604 and 605, After-Action
34 Review and Reporting.

35 Arrest Authority

36 The contractor shall have appropriate arrest authority in order
37 to maintain the security of the correctional institution.

1 The contractor shall ensure the arrest authority meets the
2 following standards so an officer or employee of the contractor
3 may:

- 4 1) make arrests on or off facility property without
5 warrant for the following violations regardless of
6 where the violation may occur: assaulting staff,
7 escape, attempted escape and assisting escape;
- 8 2) make arrests on facility property without warrant for
9 the following violations: theft, depredation of
10 property, contraband, mutiny and/or riot and trespass;
11 and
- 12 3) arrest without warrant for any other offense committed
13 on facility property if necessary to safeguard
14 security, good order or Government property

15 if such officer or employee of the contractor has reasonable
16 grounds to believe the arrested person is guilty of such offense
17 and if there is likelihood of such person's escaping before an
18 arrest warrant can be obtained. If the arrested person is a
19 fugitive from custody, such inmate shall be returned to custody.

20 Inmate Accountability

21 SENTRY shall be used for reporting all official counts.
22 Documentation shall be maintained to support all counts.

23 Key Control

24 The contractor shall develop policy and procedures for the
25 maintenance and security of keys and locking mechanisms to
26 include: method of inspection to expose compromised locks or
27 locking mechanisms; method of replacement for damaged keys and/or
28 locks; preventative maintenance schedule for servicing locks and
29 locking mechanisms; restrictions on removal of keys from the
30 facility and issuance of emergency keys. The contractor shall
31 notify the BOP in the event any key or locking mechanism is lost
32 or compromised.

33 Tool Control

34 All controlled tools, equipment and hazardous materials shall be
35 classified by security risk.

1 Inmate Transportation

2 The contractor is responsible for the movement/transportation of
3 all inmates within a 400 mile radius of the contract facility.
4 The contractor shall utilize restraint equipment identical to the
5 BOP's [**Handcuffs:** stainless, nickel-plated steel, 10oz/12oz; **Leg**
6 **Irons:** standard, nickel-plated steel, with approximately a 14 x
7 ½ inch chain; **Martin Chain (Waist Chain):** chains shall be of
8 case-hardened variety with a minimum breaking strength of
9 approximately 800 pounds; **American Padlock** with a PTKB-1 key-way
10 code to be provided by on-site staff] when one-for-one equipment
11 exchange is required (e.g., airlifts).

12 Intelligence Operations

13 Policy and procedures for collecting, analyzing, disseminating
14 and safeguarding intelligence information regarding issues
15 affecting safety, security and the orderly operation of the
16 facility shall be developed.

17 The contractor shall have a position at the institution dedicated
18 to intelligence operations. The position shall be known as an
19 Intelligence Officer (IO).

20 The contractor shall develop a urine and alcohol surveillance
21 program at the facility which complies with P.S. 6060.08, Urine
22 Surveillance and Narcotic Identification, dated 3/8/01, and CFR
23 28.550.10. Only laboratories certified by the Substance Abuse
24 and Mental Health Services Administration, Department of Health
25 and Human Services, shall be used for urine surveillance.

26 If authorized to do so under applicable law, the IO shall be
27 responsible for administration of the inmate telephone monitoring
28 program. These responsibilities include, but are not limited to:
29 gathering intelligence from monitored inmate telephone calls and
30 producing concise intelligence summaries of the calls; subject
31 matter expertise on inmate telephone monitoring procedures; and
32 use of telephone monitoring equipment.

33 All requests by law enforcement authorities, other than BOP
34 staff, regarding inmate telephone monitoring shall be immediately
35 referred to the COR.

36 The IO office shall have SENTRY access. The IO will be required

1 to utilize various BOP information data bases in the performance
2 of required duties. All IO computer hardware/software and
3 related telephone recording equipment/monitoring media shall be
4 designated as "Sensitive But Unclassified." Areas containing
5 such equipment shall be designated as "Restricted" and "Limited
6 Access" areas. Inmates are prohibited from entering or working
7 in the IO office and the inmate telephone monitoring and
8 telephone media library rooms.

9
10 The IO shall submit information and reports as requested by the
11 BOP. The IO shall provide the BOP with quarterly intelligence
12 updates relating to intelligence gathered by using the Automated
13 Intelligence Management System (AIMS). The IO shall participate
14 in meetings and training as requested by the BOP.

15 Intervention Equipment

16 The contractor shall submit to the COR a proposed inventory of
17 intervention equipment for approval (e.g., weapons, munitions,
18 chemical agents, electronics/stun technology, etc.) intended for
19 use during performance of this contract 30 days prior to NTP.

20 The contractor shall submit any changes to the intervention
21 equipment inventory to the COR for approval prior to use.

22 The use and carrying of weapons for training shall meet all
23 federal, state and local laws and regulations.

24 Reporting

25 The contractor shall report all criminal activity related to the
26 performance of this contract to the BOP and the appropriate law
27 enforcement investigative agency (e.g., state/local authorities,
28 Federal Bureau of Investigation, United States Marshals Service).

29 The contractor shall telephonically report immediately any
30 serious incident to the COR and submit a report of the incident
31 using Report of Incident (Form BP-A583) by the next business day.
32 Serious incidents include, but are not limited to: activation of
33 disturbance control team(s); disturbances (including gang
34 activities, group demonstrations, food boycotts, work strikes,
35 work-place violence, civil disturbances/protests); staff use of
36 force, including use of immediate, calculated lethal and less
37 lethal force; inmates in restraints more than eight hours;
38 assaults on staff/inmates resulting in injuries requiring medical
39 attention (does not include routine medical evaluation after the
40 incident); fights resulting in injuries requiring medical

1 attention; fires; full or partial lock down of the facility;
2 escapes; weapons discharge; suicide attempts; deaths; hunger
3 strikes; adverse incidents that attract unusual interest or
4 significant publicity; adverse weather (e.g., hurricanes, floods,
5 ice/snow storms, heat waves, tornadoes); fence damage; power
6 outages; bomb threats; central inmate monitoring cases (non-
7 separation) transported to a community hospital; significant
8 environmental problems that impact the facility operations;
9 transportation accidents (airlift, bus, etc.) resulting in
10 injuries, death or property damage; and inmate sexual assaults.

11 An After-Action Review Report (Form BP-A586) shall be generated
12 for all major incidents in accordance with P.S. 5500.12,
13 Correctional Services Procedures Manual, dated 10/10/03.

14 Attempts to apprehend escapee(s) shall be in accordance with the
15 contractor's established emergency plans and procedures set forth
16 in P.S. 5553.07, Escapes/Deaths Notifications, dated 2/10/06, and
17 Report of Incident (Form BP-A583).

18 Investigations

19 The Government may investigate any incident pertaining to
20 performance of this contract. The contractor shall cooperate
21 with the Government on all such investigations.

22 Sexual Assault

23 The contractor shall comply with the policies and procedures for
24 establishment of a sexual abuse/assault program as contained in
25 P.S. 5324.06, Sexually Abusive Behavior Prevention and
26 Intervention Program, dated 4/27/05.

27 **J. Discipline**

28 The contractor shall comply with the policy and procedures for
29 inmate discipline as contained in 28 CFR 541 and P.S. 5270.07,
30 Inmate Discipline and Special Housing Units, dated 3/20/06. All
31 data regarding the discipline incident report process for inmates
32 shall be entered into SENTRY.

33 **K. Inmate Rights**

34 In addition to the contractor's grievance policy, the contractor

1 shall develop procedures for inmates to file administrative
2 remedy appeals in accordance with 28 CFR Part 542 for issues
3 outside the contractor's scope of responsibility as determined by
4 the BOP. The contractor shall accept and respond to the appeal
5 to the extent possible with further appeal to the BOP. Appeals
6 to the BOP must be submitted in the English language.

7 The contractor shall stock and provide inmates with BOP
8 administrative remedy forms. The contractor shall utilize SENTRY
9 to facilitate the administrative remedy process. When relief is
10 granted upon appeal, the contractor shall take corrective action
11 as indicated in the response.

12 The contractor shall comply with the Religious Freedom
13 Restoration Act of 1993, 42 USC 2000bb, et seq., and ensure the
14 religious services programs are consistent with this Act.

15 **L. Reception and Orientation**

16 Admission and Release Procedures

17 The contractor shall comply with P.S. 5800.12, Receiving and
18 Discharge Manual, dated 8/17/98, when entering inmate admission
19 and release data.

20 The search of inmates admitted to the facility or released to any
21 authority shall include a strip search performed by contractor
22 staff. The search shall be conducted by persons of the same
23 gender except in urgent circumstances.

24 Inmates shall be fingerprinted using Government supplied forms
25 and submitted to the FBI in accordance with P.S. 5800.12,
26 Receiving and Discharge Manual, dated 8/17/98.

27 The intake process shall include, at a minimum, medical, social
28 and psychological screening within 24 hours of inmate arrival at
29 the facility and prior to inmate release to the general
30 population. For all newly committed inmates, a psychological
31 assessment shall be completed within 14 days of arrival at the
32 facility. For inmates transferring from a BOP institution, a
33 psychological update of the inmate is sufficient in lieu of the
34 psychological assessment.

35 The contractor shall ensure all requirements related to P.S.
36 5180.04, Central Inmate Monitoring System, dated 8/16/96, are

1 maintained.

2 In cases where inmates are being transferred to or from foreign
3 countries, 28 CFR 527 and 18 USC 4100, et seq., shall be
4 followed.

5 P.S. 5580.07, Personal Property, Inmate, dated 12/28/05, provides
6 procedures related to inmate property. Property of inmates
7 transferred to other facilities shall meet the requirements of
8 the above Program Statement. In the event property outside the
9 scope of P.S. 5580.07 accompanies an inmate departing the
10 contract facility, the property shall be returned to the facility
11 for disposition at the contractor's expense. All inmate personal
12 property shall be inventoried and an Inmate Personal Property
13 Record (Form BP-A383) completed upon inmate admission or
14 discharge.

15 DNA Analysis Procedures

16 The contractor shall develop and implement procedures to comply
17 with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-
18 546) and USA Patriot Act (P.L. 107-560). These laws require DNA
19 samples to be obtained from inmates convicted of qualifying
20 federal offenses as determined by the Attorney General. A list
21 of qualifying offenses, subject to change by determination of the
22 Attorney General, is included as an attachment in Section J.
23 Subsequent changes to the list of qualifying offenses shall be
24 disseminated to the contractor by the COTR. The law applies to
25 inmates with current or past qualifying offenses. The contractor
26 shall develop procedures to identify inmates currently in custody
27 who meet the statutory requirement for DNA testing. Inmates
28 coming into custody will have DNA requirements identified by the
29 BOP.

30 The FBI will supply standardized DNA collection kits to the
31 contractor. The FBI analyzes the collected samples and maintains
32 the Combined DNA Index System (CODIS).

33 The contractor shall adhere to the SENTRY instructions for DNA
34 collection as provided by the BOP. Inmates found to have
35 qualifying offenses will be identified thru SENTRY. DNA sampling
36 must occur prior to an inmate release. If an inmate has already
37 provided a DNA sample as identified in SENTRY, another sample is
38 not required.

39 The contractor shall provide notification using a BOP approved

1 format of the Notice of Release and Arrival (Form BP-A714) to the
2 appropriate authorities (United States Probation or Court
3 Services or Offender Supervision Agency) of each inmate releasing
4 to a term of community supervision and subject to this law,
5 indicating if a DNA sample has been collected.

6 **M. Classification**

7 Inmates shall be housed in a unit where the contractor shall
8 ensure appropriate supervision, informal interaction and early
9 problem identification and resolution is provided.

10 Unit team members shall be accessible from the housing unit and
11 available to the population. Individual and group counseling
12 shall be available.

13 Programming shall be reviewed with individual inmates on a
14 regular basis.

15 The contractor shall enter and keep current all required SENTRY
16 transactions and written documentation related to the
17 classification and program review of inmates, progress reports
18 and Central Inmate Monitoring System. A system of records and
19 review to ensure compliance with P.S. 5100.08, Inmate Security
20 Designation and Custody Classification, dated 9/12/06, and 28 CFR
21 shall be maintained.

22 The contractor shall follow all applicable provisions related to
23 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.
24 103-332) ensuring all notification requirements are accomplished
25 for appropriate inmates.

26 The facility shall develop and maintain a financial
27 responsibility system to assist the inmate in developing a
28 financial plan to meet legitimate financial obligations in
29 accordance with 28 CFR 545.10.

30 The contractor shall develop policy and procedures for the
31 facility concerning victim and/or witness notification for
32 appropriate inmates which meet the requirements outlined in
33 28 CFR 551 Subpart M, §551.150-551.153; Victim and Witness
34 Protection Act of 1982 (P.L. 97-291); Crime Control Act of 1990
35 (P.L. 101-647); and Violent Crime Control and Law Enforcement Act
36 of 1994 (P.L. 103-332).

1 The contractor shall develop policy and procedures to comply with
2 the provisions of the Adam Walsh Child Protection and Safety Act
3 of 2006 (H.R. 4472) as outlined in the Procedures for
4 Implementation of Walsh Act Civil Commitment of Sexually
5 Dangerous Persons located in Section J of the contract.

6 The procedures shall ensure the contractor reviews all inmate
7 files to determine qualifying conduct for establishing an
8 appropriate Adam Walsh Case Management Assignment (CMA)
9 assignment. No inmate shall be released without a Walsh CMA
10 assignment.

11 **N. Health Care**

12 The contractor shall provide all essential health care services
13 while meeting the applicable standards and levels of quality
14 established by the ACA and the designated BOP National Health
15 Care Accreditation Provider, The Joint Commission. In addition,
16 the contractor shall adhere to all applicable federal, state and
17 local laws and regulations governing delivery of health services.

18 The contractor's facility shall obtain full accreditation by the
19 BOP's accepted medical accreditation organization within 24
20 months of the NTP and shall maintain continual compliance with
21 the accreditation standards during performance of the contract.
22 The BOP's current medical accreditation is by The Joint
23 Commission.

24 Failure to perform in accordance with contract requirements and
25 to obtain full accreditation by the BOP's accepted medical
26 accreditation organization within 24 months of the NTP may result
27 in a reduction of the monthly operating price in accordance with
28 the contract terms.

29 The BOP has established standards of medical care to be provided
30 to all individuals for whom they are responsible, regardless of
31 the setting in which they receive such care. These standards are
32 articulated through BOP Program Statements (P.S.), Operations
33 Memoranda (OM), Technical Reference Manuals (TRM) and clinical
34 practice guidelines. The contractor shall establish policies,
35 procedures and protocols which assure the services it provides
36 meet these standards.

37 The list below is provided for reference. There are portions of
38 particular BOP Program Statements included in this list for which

1 compliance is mandatory (e.g., mortality review, testing for
2 tuberculosis and other infectious diseases). The sections and
3 the specific requirements are outlined later in the SOW.

4 P.S. 5310.12 Psychology Services Manual, dated 3/7/95
5 P.S. 6010.01 Psychiatric Treatment and Medication,
6 Administration Safeguards for, dated 9/21/95
7 P.S. 6010.02 Health Services Administration, dated 1/15/05
8 P.S. 6013.01 Health Services Quality Improvement, dated
9 1/15/05
10 P.S. 6027.01 Health Care Provider Credential Verification,
11 Privileges, and Practice Agreement Program,
12 dated 1/15/05
13 P.S. 6031.01 Patient Care, dated 1/15/05
14 P.S. 6080.01 Autopsies, dated 5/27/94
15 P.S. 6090.01 Health Information Management, dated 1/15/05
16 P.S. 6190.03 Infectious Disease Management, dated 6/28/05
17 P.S. 6270.01 Medical Designations and Referral Services
18 for Federal Prisoners, dated 1/15/05
19 P.S. 6340.04 Psychiatric Services, dated 1/15/05
20 P.S. 6360.01 Pharmacy Services, dated 1/15/05
21 P.S. 6370.01 Laboratory Services, dated 1/15/05
22 P.S. 6400.02 Dental Services, dated 1/15/05
23 PRG G6000I.04 Program Review Guidelines - Health Services
24 Institution, dated 4/26/06
25 TRM 6001.03 SENTRY Sensitive Medical Data/Medical Duty
26 Status/Acuity Status, dated 6/8/99
27 TRM 6501.06 Pharmacy, dated 2/28/01

28 Administration

29 Whenever possible, health care services shall be provided within
30 the facility Health Services Unit (HSU). The contractor shall
31 establish arrangements with local health care providers for
32 emergency and medical services necessary for outpatient and
33 inpatient health care not provided within the facility.

34 The contractor shall provide a minimum of one negative pressure
35 room within the institution with the ventilation rate a minimum
36 of 12 air exchanges per hour. The room shall also have an
37 exhaust system to direct flow of air from the room to the
38 outdoors or through High-Efficiency Particulate Air (HEPA)
39 filters. The contractor shall have a negative pressure sensor
40 device that will continuously monitor the pressure within the

1 room.

2 The contractor shall provide adequate space for examination and
3 treatment of the patient population, along with medical equipment
4 to provide care required by the population. Space allocations
5 shall include:

- 6 • space for privacy in consultation and physical
7 examination,
- 8 • facilities for providing urgent care,
- 9 • storage and disposal of biohazardous waste,
- 10 • dental treatment area,
- 11 • secure pharmacy area,
- 12 • specimen collection area, and
- 13 • secure medical record storage.

14 Medical equipment should allow providers to conduct routine
15 physical examinations, diagnose and treat minor injuries,
16 evaluate emergency conditions and life support equipment as
17 appropriate to the setting (e.g., automatic external
18 defibrillators or other similar device). The contractor shall
19 maintain a medical equipment preventive maintenance plan.

20 Services

21 The contractor shall have written plans, procedures and
22 associated protocols for:

- 23 • routine (ambulatory) health care, mental health and
24 dental services;
- 25 • 24/7 access to urgent/emergency medical treatment,
26 including medical, mental health and dental
27 emergencies;
- 28 • utilization of infirmary or "observation units" if they
29 exist;
- 30 • initial health screening;
- 31 • health appraisal examination;
- 32 • daily triage of complaints;
- 33 • access to care procedures (scheduling appointments,
34 consultations, diagnostic or treatment procedures, how
35 care is provided in segregation or detention areas);
- 36 • special medical programs and services for, but not
37 limited to:
 - 38 • management of chronic and acute medical

- 1 conditions;
- 2 • convalescent care;
- 3 • mental health and substance abuse services;
- 4 • health care specialists;
- 5 • physical therapy services;
- 6 • ancillary services - radiology, laboratory, etc.;
- 7 • dental services (routine and emergency);
- 8 • pharmaceutical services and supplies;
- 9 • optometry services to include the provision of
- 10 medically necessary eyeglasses;
- 11 • health education;
- 12 • medical diets;
- 13 • medical management related to the use of force and
- 14 restraints;
- 15 • medical management of hunger strikes;
- 16 • surveillance, control, diagnosis and treatment of
- 17 infectious diseases; and
- 18 • quality assurance/improving organizational performance
- 19 provider licensure, credentialing, peer review.

20 Staffing

21 The contractor shall submit written plans and procedures for

22 health care staffing of the facility. The plan will:

- 23
- 24 • specify the duties and responsibilities of all staff
- 25 providing clinical services;
- 26 • specify the numbers and mix of staff providing
- 27 services;
- 28 • define the supervision of staff providing services;
- 29 • ensure all duties and responsibilities of the clinical
- 30 staff are consistent with applicable state licensing
- 31 laws or regulations covering the practice of medicine,
- 32 nursing, dentistry or other regulated clinical
- 33 professions;
- 34 • ensure duties and responsibilities do not exceed the
- 35 scope of practice as defined for any provider;
- 36 • define the mechanism by which the contractor will
- 37 ensure staff performing medical services are licensed
- 38 or certified as required by law or regulation;
- 39 • define the procedures for primary source verification
- 40 of credentials;
- 41 • define the process for granting privileges to licensed
- 42 independent practitioners and how other providers are

1 authorized to carry out their duties (agreements,
2 protocols, standing orders, etc.).

3 Pharmacy Services

4 The contractor shall adhere to Part 1 of the Pharmacy TRM, the
5 BOP National Formulary. The contractor shall obtain signed
6 informed consents for medications used for psychiatric treatment
7 which is located in the Pharmacy TRM.

8 Infectious Disease Management Program

9 The contractor shall comply with all Occupational Safety and
10 Health Administration (OSHA) regulations in the delivery of
11 health care services. The contractor shall ensure all inmates
12 are tested in accordance with P.S. 6190.03, Infectious Disease
13 Management, dated 6/28/05.

14 The contractor shall comply with the most recent Centers for
15 Disease Control and Prevention/Morbidity and Mortality Weekly
16 Report (CDC/MMWR) "Prevention and Control of Tuberculosis in
17 Correctional Facilities: Recommendations of the Advisory Council
18 for the Elimination of Tuberculosis" and "Guidelines for
19 Preventing Transmission of Mycobacterium Tuberculosis in Health-
20 care Facilities."

21 The contractor shall comply with the most recent Department of
22 Health and Human Services (DHHS) and United States Public Health
23 Service (USPHS) guidelines related to the treatment of HIV and
24 AIDS. These guidelines are available at www.aidsinfo.nih.gov.
25 Specific guidelines include:

- 26 • "Guidelines for the Use of Antiretroviral Agents in
27 HIV-Infected Adults and Adolescents"
- 28 • "Guidelines for the Prevention of Opportunistic
29 Infections in Persons Infected with HIV"
- 30 • "Guidelines for the Management of Occupational
31 Exposures to HBV, HCV, and HIV and Recommendations for
32 Postexposure Prophylaxis"
- 33 • "Management of Possible Sexual, Injecting-Drug-Use, or
34 Other Nonoccupational Exposure to HIV, Including
35 Considerations Related to Antiretroviral Therapy"
- 36 • Prevention and Treatment of Tuberculosis Among Patients
37 Infected with Human Immunodeficiency Virus: Principles

1 of Therapy and Revised Recommendations”

2 The contractor shall comply with the most recent National
3 Institutes of Health (NIH) “Consensus Development Conference
4 Statement on the Management of Hepatitis C.”

5 Preventive Health Services

6 The contractor shall provide preventive health care to include
7 immunizations and medical screening procedures consistent with
8 those recommended by the United States Preventive Health Task
9 Force.

10 Management of Chronic Medical Conditions

11 For the treatment of chronic diseases, the contractor shall use
12 current evidence-based clinical treatment guidelines promulgated
13 by nationally recognized sources, such as the National Asthma
14 Education Program; Joint National Committee on Prevention,
15 Detection, Evaluation and Treatment of High Blood Pressure;
16 National Cholesterol Education Program; American Diabetes
17 Association; and American Psychiatric Association. The BOP
18 Health Services Division has issued clinical treatment guidelines
19 from the Office of the Medical Director based upon these and
20 other nationally recognized guidelines and tailored to the
21 correctional environment. These are available from the Health
22 Services Division or at www.nicic.org. The contractor shall
23 specify which guidelines it has chosen to use and will be
24 benchmarked against those guidelines.

25 Quality Improvement

26 The contractor shall establish a clinical care quality assessment
27 and improvement program along with a quality measurement system
28 for health care services. The quality of services shall be
29 assessed through this program, and the findings shall be
30 available to the BOP upon request.

31
32 Organ Donations/Transplants

33 All issues related to organ donations/transplants will be
34 immediately reported to the COR for consultation with the BOP
35 Medical Director who will evaluate on a case-by-case basis.

1 Inmate Death

2 In the event of inmate death, the contractor shall immediately
3 notify the COTR and submit a written report to the COR and BOP
4 Medical Director via GroupWise at BOP-HSD\Assistant Director
5 within 24 hours. Also, a copy of this report must be sent to the
6 BOP Office of Quality Management (OQM) via GroupWise at BOP-
7 HSD\Quality Management. The written report shall include, at a
8 minimum: name of the deceased, age, register number, date of
9 death, preliminary cause of death, place of death, narrative
10 containing brief clinical synopsis of events leading to death
11 (including staff response and hospitalization) and past medical
12 history. If an autopsy is to be performed, this information
13 should be included. If the death occurred in the community
14 hospital, length of hospitalization or emergency care must be
15 included.

16 If death is due to violence, an accident surrounded by unusual or
17 questionable circumstances or is sudden and the deceased has not
18 been under immediate medical supervision, the contractor shall
19 notify the coroner of the local jurisdiction to request review of
20 the case and, if necessary, examination of the body (e.g.,
21 autopsy). The contractor shall obtain the autopsy report if one
22 is performed and submit it along with the Mortality Review Report
23 mentioned below. If the autopsy, toxicology or tissue analysis
24 is not completed by the coroner in the 30-day time frame
25 mentioned below, the contractor will notify OQM via GroupWise and
26 forward the results as soon as they are available. The
27 contractor shall establish coroner notification procedures
28 outlining such issues as performance of an autopsy, who will
29 perform the autopsy, obtaining state-approved death certificates
30 and local transportation of the body.

31 Within 30 days of an inmate death, the Mortality Review Committee
32 will complete the Mortality Review Report in its entirety and
33 send it, accompanied by the original health record, to the Health
34 Services Division, Office of Quality Management. Final autopsy
35 reports, toxicology studies, death certificates, etc. are to be
36 forwarded to OQM via trackable mail immediately upon receipt.
37 The contractor is required to conduct the mortality review using
38 the Multi-Level Mortality Review (Form BP-A563) and to submit to
39 the BOP Medical Director via GroupWise with a copy to the COR.
40 P.S. 6013.01, Health Services Quality Improvement, dated 1/15/05,
41 should be consulted for guidance. The BOP will have an external
42 consultant review the report and provide written recommendations
43 to the contractor via the Medical Director.

1 If the Mortality Review Committee finds opportunities to improve
2 the quality of care, the plan of action for improvement should be
3 considered and, if appropriate, incorporated into the
4 contractor's Quality Control Program. If the external consultant
5 recommends improvement action, the contractor must address each
6 recommendation and report any actions taken to the BOP Medical
7 Director within 90 days of receipt of the recommendations.

8 The contractor is responsible for preparation and transportation
9 of the body to the designated family member, nearest of kin or
10 Consular Officer of the inmate's country of legal residence.

11 Personal property of the deceased inmate shall be inventoried and
12 forwarded to the designated family member, nearest of kin or
13 Consular Officer of the inmate's country of legal residence.

14 Medical Records

15 Consistency in content and format of medical records of inmates
16 transferring between contract and BOP facilities is a critical
17 component of care for inmates.

18 The contractor shall adhere to P.S. 6090.01, Health Information
19 Management, dated 1/15/05, in preparing, formatting, documenting,
20 maintaining, releasing of information and all medico-legal
21 aspects of an inmate's medical record. The contractor is
22 responsible for supplying medical record folders, consistent with
23 the specification provided by the BOP, only for those inmates who
24 are new designations into the facility or in cases where
25 transferred medical records cannot be located. The Government
26 shall provide the contractor a copy of all applicable Government
27 forms necessary to document an inmate's medical record.

28 Data Collection and Management

29 The contractor shall comply with P.S. 6031.01, Patient Care,
30 dated 1/15/05, on Sensitive Medical Data/Medical Duty Status
31 (SMD/MDS) for the reporting and accountability of medical data on
32 all inmates assigned to the facility, including utilizing the
33 SMD/MDS TRM.

34 Data collected for the assessment of the quality of care or for
35 accreditation purposes will be made available to the BOP upon
36 request.

1 Medical Redesignation Requests

2 The contractor shall comply with P. S. 6270.01, Medical
3 Designations and Referral Services for Federal Prisoners, dated
4 1/15/05, regarding transfers and medical designations of inmates
5 assigned to the facility. Medical designations to BOP medical
6 centers or other Government facilities will be at the sole
7 discretion of the BOP. In order to transport, the inmate must be
8 medically cleared and stable for their mode of travel.

9 **O. Work and Correctional Industries**

10 Inmate labor shall be used in accordance with the inmate work
11 plan developed by the contractor. The inmate work plan may
12 include work or program assignments for industrial, maintenance,
13 custodial, service or other jobs.

14 Inmates shall not be used to perform the responsibilities or
15 duties of an employee of the contractor. Appropriate safety/
16 protective clothing and equipment shall be provided to the inmate
17 population as appropriate. Inmates shall not be assigned work
18 considered hazardous or dangerous. This includes, but is not
19 limited to, areas or assignments requiring great heights, extreme
20 temperatures, use of toxic substances or unusual physical
21 demands.

22 As applicable, inmates shall be paid identical rates of pay as
23 those established by the BOP. Current established rates are in
24 P.S. 5251.06, Inmate Work and Performance Pay, dated 10/1/08, and
25 28 CFR 545.20. The contractor shall develop procedures whereby
26 inmates receiving performance pay who are found through the
27 disciplinary process to have committed a level 100 or 200 series
28 drug- or alcohol-related prohibited act will have performance pay
29 reduced to maintenance pay level.

30 **P. Academic and Vocational Education**

31 The contractor may provide voluntary educational programs (e.g.,
32 English-as-a-Second-Language).

33 The contractor shall comply with the Protection of Children from
34 Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be
35 restricted from access to interactive computer services.

36 Newspapers and other reading materials in languages applicable to

1 the inmate population shall be provided in sufficient quantity
2 and in a timely manner.

3 The contractor shall develop and make available to all inmates an
4 education program which addresses the subject of sexual
5 assault/sexual abuse. The content of the educational program
6 must include topics such as: recognizing behaviors that are
7 inappropriate, harassing or assaultive; how to seek protection;
8 privacy rights; medical/psychological programs for victims of
9 abuse; and how to make confidential reporting of sensitive issues
10 to institution staff, BOP or DOJ Office of Inspector General
11 (OIG). The contractor shall augment the educational program by
12 distributing informational posters and pamphlets to the inmate
13 population.

14 **Q. Recreation and Activities**

15 The contractor shall comply with Section 611 of P.L. 104-208,
16 Title I, Section 101(a) (the Zimmer Amendment), which addresses
17 use of recreational equipment and materials by federal inmates.
18 The contractor shall develop adequate and meaningful recreation
19 programs for inmates at the facility.

20 The contractor shall not permit any of the restricted items or
21 practices identified in Sections 612 and 615 of The Commerce,
22 Justice, State Appropriations Act of 2000 (P.L. 106-113), as
23 amended or re-authorized, in the facility.

24

25 **R. Telephone**

26 The contractor shall provide a telephone system for inmates
27 capable of accommodating both debit and collect telephone calls.
28 The contractor shall establish procedures that permit inmates to
29 make telephone calls, including in cases of emergency or
30 indigence.

31 The contractor shall implement telephone limitations as directed
32 by the BOP.

33 Inmates in the Special Housing or Control Unit are entitled to a
34 minimum of one social call per month.

35 The system shall prevent inmates from calling any telephone
36 number not included on the inmate's official telephone list.
37 Once an inmate submits the initial list, it must be processed

1 (ordinarily within five work days) and may contain up to 30
2 telephone numbers the inmate is authorized to call. Calls may be
3 made via debit or collect procedures except as otherwise
4 authorized by the Warden of the facility for good cause. The
5 contractor shall ensure any individual (United States residents
6 only) placed on an inmate's telephone list receives notice they
7 have been placed on such a list and document same. The
8 contractor shall ensure the individual is provided with the means
9 to remove themselves from the list.

10 A telephone number for a victim or a witness (as identified on
11 the Pre-Sentence Investigation Report or as otherwise verified by
12 staff) or telephone numbers assigned to any BOP institution,
13 office or component or any telephone number of a recently
14 separated or current contract/BOP employee may not be placed on
15 an inmate's telephone list without the Warden's express written
16 permission.

17 The contractor shall allow each inmate the opportunity to update
18 their telephone list no more than three times per month except as
19 otherwise authorized by the Warden of the facility for good
20 cause.

21 If authorized to do so under applicable law, the contractor shall
22 monitor and record inmate telephone conversations. The
23 contractor shall provide notice to inmates of the potential for
24 monitoring. However, the contractor shall also provide
25 procedures at the facility for inmates to be able to place
26 unmonitored telephone calls to their attorneys of record.

27 Telephone rates shall not exceed the dominant carrier residential
28 tariff rate and shall conform to all applicable federal, state
29 and local telephone regulations.

30 Any income received by the contractor as a result of inmate
31 telephone calls which is in excess of expenses incurred (to
32 include refunds/rebates from carriers) shall offset the cost of
33 this contract. The contractor shall provide the CO with copies
34 of any contracts between the contractor and the inmate telephone
35 system provider(s). The contractor shall provide the CO with all
36 documentation in support of any agreement the contractor has
37 regarding income, refunds, rebates and other monetary or non-
38 monetary reimbursements involving the inmate telephone system.
39 The contractor shall also provide the CO and COR with copies of
40 all invoices and other documentation of expenses incurred and
41 income received in regards to the inmate telephone system with

1 its monthly request for contract payment and apply the credit
2 against the monthly payment. The CO and COR shall have total
3 access to all telephone operation records.

4 [End of Section]

RFP-PCC-0014**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 CHANGE IN ESSENTIAL PERSONNEL**

Following contract award, any change in essential personnel during contract performance is subject to the review and approval of the Contracting Officer's Representative. The contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing. Failure of the contractor to timely fill any essential position may result in an invoice reduction from the day of the vacancy.

The following positions are considered essential personnel:

- Project Coordinator
- Warden(s)
- Associate Warden(s)
- Administrator, Religious Services
- Case Management Coordinator
- Chief, Correctional Services
- Computer Services Manager
- Correctional Shift Supervisors
- Facilities Manager/Administrator
- Food Service Administrator
- Human Resource Manager
- Inmate Systems/Records Office Manager
- Intelligence Officer
- Medical Services Administrator
- Quality Control Specialist
- Safety/Environmental Specialist

H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference between the Bureau of Prisons (BOP) and the contractor will be held prior to issuance of the Notice to Proceed.

The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce BOP and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference is required. The Project Coordinator, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

[End of Section]

Attachment J-19
INFORMATION SYSTEMS EQUIPMENT

The contractor's information systems must conform to:

1. P.S. 1237.13, Information Security, dated 3/31/06;
2. P.S. 1237.14, Personal Computers and Network Standards, dated 5/7/07;
3. P.S. 1237.15, Information Resources Protection, dated 12/31/07;
4. P.S. 1280.11, JUST, NCIC, and NLETS Telecommunication Systems (Management and Use), dated 1/7/00; and
5. DOJ 2640.2F, Information Technology Security, dated 11/26/08.

The above program statements and DOJ order detail the requirements. The following requirements, however, highlight information which may not be included in the above documents.

All of the software listed below is a requirement. The Local Area Network (LAN) workstation equipment list details the minimum requirements for new purchases. Please note: equivalent software versions must be maintained as required by Bureau of Prison (BOP) policy (i.e., technical bulletins) throughout the life of the contract.

The BOP shall provide the following:

Circuit to the BOP's Network Control Center (Channel Service Unit/Data Service Unit, Router, Dial-up Modem) will be ordered by the BOP.

For connection to the BOP Wide Area Network (WAN), the contractor is required to provide:

1. Any required extension of the telecommunications Dmarc (including any inside wiring).
2. 100 MB Ethernet connection from the Cisco infrastructure LAN to the WAN contractor provided router to allow connection to the BOP WAN.
3. Future wide area network enhancements may necessitate additional changes.

To connect to the BOP LAN, the contractor shall provide the following:

1. Ethernet cable plant which consists of single-mode and/or multi-mode fiber backbone and category 6 cable lobes. (If existing cabling is different, it must be approved through National Network Communications.)

2. Administrative file server.

Suggested server specifications: Proliant ML 370 G5 HPM Tower or Rack Model with Dual Xeon 5160 3Ghz CPU's and minimum of 6 x 146GB hard drives, including Hard Drive Retention.

Configuration details: Dual Processor Proliant ML 370 G5, Two (2) x Dual Core Intel XEON 5160 3.00Ghz CPU with 1333Mhz FSB, 4GB PC2-5300 (4 x 1GB DIMM's spread between 2 memory boards for 4:1 interleaving support), 2nd memory board, 4MB Cache per CPU, 5U Rack Chassis, embedded dual 100/1000 NIC's, 6 x 146GB 10k rpm SAS drives, PCI-e P400 DAC w/512MB RAM, RAID 5 with on-line spare, Novell OES 2 certified, redundant fans and power, DVD-ROM and floppy disk drive, Integrated Advanced Lights Out II, Insight Manager, rapid deploy rails, 9 total IO slots: 2 PCI-x, 6 PCI-Express, 1 PCI Express for RAID Controller, 3 Yr 24x7 4HR NBD On-Site Warranty. Also includes PCI-e U320 SCSI controller card to provide 1 external SCSI 68-pin connection for use with external tape backup.

Annual Novell software maintenance and support is required.

- 2a. A Windows 2003 Server to be used as an application server for Anti-Virus functions and to serve as a Microsoft Windows Software Update Services (WSUS) Server. This can be a desktop class machine with a minimum of 1 GB of RAM.
3. Cisco Ethernet switches for new and existing facilities protected by an Uninterruptible Power Supply. The switches must be a Cisco 3560 switch - standard image with strong crypto. The router must be a Cisco 2811 for layer 3 with a Flash Upgrade from 64MB to 128MB (Factory Installed) and the Advanced Security 3DES/AES Feature Set.
4. Network interface cards, cables and UPS's for the servers and workstations on the LAN.
5. Network backup: Spectra Logic 2K AIT-5 tape backup library with (Syncsort Backup Express Version 3.x, compatible with Suse Linux 10 SP2; and Novell OES 2 SP1, appropriate application agents as needed such as GroupWise are also required.
6. For workstations and printers, there will be no static IP addresses. Most addresses should be obtained via a BOP DHCP server. Any necessary static addresses will be assigned by National Network Communications. No public IP addresses are authorized.
7. Multiple network segments will be connected by Cisco Ethernet switches.

8. A detailed diagram of all network cable runs, drops and equipment will be provided to National Network Communications.

All contractor network operating system software and configurations, including servers and workstations, applications and configurations, shall be of the same release, version and configuration used by the BOP throughout the life of the contract. The contractor shall be advised of changes to hardware/software and configuration requirements by the BOP in the same manner as BOP facilities are notified (typically email). Minimum software requirements include:

1. Novell Open Enterprise Server(OES 2(SP1)SuSE Linux 10 SP 2), E-DIR 8.8.4, Novell LDAP V3,all are 64 bit Version.
2. GroupWise 7 SP 3.
3. Windows XP Professional SP3 with maintenance and Microsoft Internet Explorer Browser 7 128 bit encryption. Additionally, all workstations will be required to have the DOJ security Baseline configuration know as the FDCC security policies.
4. Norton Anti-Virus Corporate Edition Version 10.1 MR 6 or higher (as specified by OIS technical bulletins) for Windows. This version will be run on the Windows 2003 application server to provide anti-virus functions for the Windows desktops only.
- 4a. McAfee Anti-Virus (MFE VirusScan En Linux W/P:1 GL (P+)) to be used on the OES2 servers to provide anti-virus functions ONLY on the Linux servers.
5. Minimum of Corel Office Suite X4 or current edition, including WordPerfect, Quattro Pro and Presentations.
6. Network Software Associate's NS Elite Win 95/NT clients, required until web SENTRY implementation. Supplied by BOP.
7. Microsoft SNA Client. Supplied by BOP.
8. Screen Pass 5.1 or higher.
9. Novell Client 4.91 SP5 or higher.
10. Adobe 8 Reader or higher.
11. Microsoft Internet Explorer 7 128 bit encryption.

All Internet protocol addresses shall be obtained from the BOP. The local BOP Network shall not be connected to any other external or corporate network.

The GroupWise system shall be a stand-alone primary domain that will connect up to the Bureau GroupWise system as an external domain. Shared Network printers shall connect directly to the network.

1. All contractor standard LAN workstations shall include:

Desktop computer specifications:

Current BOP configuration:

Windows XP Pro SP3 required.

HP dc7800 Minitower with 17" monitor: CMT chassis, Intel Core 2 Duo E6600 Processor, 2.4Ghz CPU, 4MB L2 cache, 1066Mhz FSB, 1GB PC2-5300 DDR2 667Mhz RAM - 1 DIMM, 80GB 7200rpm SATA HDD, 48X/32X DVD/CDRW Combo Drive, 1.44MB Floppy Drive, Integrated Intel GMA 3000 with 256MB shared video, 10/100/1000 integrated NIC, internal speaker, USB Keyboard/Optical Mouse, 4 PCI Slots all full height (2 x PCI, 1 x PCIe, 1 x PCIX), 8 USB slots, serial, parallel, choice of Windows XP Pro SP3 or Vista Business 32-bit , 3 Yr NBD On-Site Warranty with Hard Drive Retention. (Note on choice of OS: Vista Business license includes full downgrade rights to XP for subsequent upgrade back to Vista). Currently Windows XP Pro SP3 is the BOP standard OS.

Headsets w/microphone (optional, but required for Centra training sessions).

2. Fully 100% HP-compatible Laser/Inkjet network/local printers. Network print servers must be NDPS aware and OES2/SuSE Linux compliant with iPrint implementation.
3. Only one NIC (Network Interface Card) shall be attached to the workstation connected to the BOP WAN. No connection to an external system is authorized. Only BOP-approved hardware and software shall be connected to or installed on any device attached to the BOP WAN/LAN. No other hardware or software may be connected without prior written approval by the BOP Chief Information Officer or Chief, Network Management Branch.

Additional requirements:

User ID Network naming standards: must use the following 7 character format; no duplicates are allowed.

The ID will consist of the facility code and any 4 digit number in sequential series (e.g., 1001,1002, etc.). Tracking of sequential numbers used will be a local responsibility.

All network user accounts that have not been logged on for 90 days must be disabled.

NOTE: BOP is currently in the process of renaming all Non-SENTRY BOPNet accounts from the seven (7) character format to an eight (8) character format. The new format will consist of the traditional three (3) character facility code followed by a five (5) character alpha numeric string.

User ID Network naming standards, security and passwords must follow standard BOP requirements and are subject to change in keeping with government security requirements.

Currently, Network/BOPNet passwords will have the following form:

- User-selected;
- Minimum length of 12 characters;
- Must contain at least 1 alphabetic character in any position;
- DOJ baseline configuration does not like a number or special character in the first position of the password and, therefore,
- Must contain at least 1 numeric character in position 2 through 10;
- Must contain at least 1 special character in position 2 through 10.
- Example: sw#32456sand

The above are mandatory Office of Management and Budget and Department of Justice password requirements.

Recommended password configuration/enforcement software is Novell Modular Authentication Services (NMAS). However, Netvision Synchronicity is also acceptable.

Passwords shall be unique and will have a maximum lifetime of 60 days. Additional requirements are specified in PS 1237.14.

BOP is currently migrating SENTRY to new web technology and migrating the BOPNet network server operating environment to Novell SuSE Linux, Open Enterprise Server, both of which may require additional software purchases in the near future. BOP will provide specific requirements as needed.

The following equipment is recommended in order for the BOP to assist the contractor with network problem resolution:

1. NetScout Distributed Sniffer. Note: The Sniffer software is installed on a customer supplied PC with two NIC cards.
2. Cisco Works 2000 Switch management software.
3. 10/100 Ethernet PCI NIC cards.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 9		3. EFFECTIVE DATE Sep 29, 2009	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY CODE			7. ADMINISTERED BY (if other than Item 6) CODE		
DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5006) WASHINGTON, D.C. 20534			FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5006) WASHINGTON, D.C. 20534		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO.
Cornell Companies, Inc. 1700 West Loop South, Suite 1500 Houston, Texas 77027				<input checked="" type="checkbox"/>	RFP-PCC-0014
				<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) Jun 12, 2008
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your 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)

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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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.)

AMMENDMENT 9 IS HEREBY ISSUED TO INCORPORATE FAR CLAUSE 52.224-54, EMPLOYMENT ELIGIBILITY VERIFICATION, INTO SECTION I (CONTRACT CLAUSES) OF RFP-PCC-0014.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

//LAST ITEM//

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) Benjamin E. Erwin Senior Vice President, Corporate Development		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan Wynne Contract Specialist	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 09/30/2009	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 10		3. EFFECTIVE DATE Oct 22, 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.	(If applicable) 1 1	
6. ISSUED BY DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5006) WASHINGTON, D.C. 20534		CODE	7. ADMINISTERED BY (If other than Item 6) FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5006) WASHINGTON, D.C. 20534		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Cornell Companies, Inc. 1700 West Loop South, Suite 1500 Houston, Texas 77027				(X)	9A. AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
				(X)	9B. DATED (SEE ITEM 11) Jun 12, 2008	
					10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your 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)

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

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.)

AMMENDMENT 10 IS HEREBY ISSUED TO INCORPORATE THE FOLLOWING UPDATED DEPARTMENT OF LABOR WAGE DETERMINATIONS INTO THE RFP-PCC0014:

WAGE DETERMINATION NO.:	REVISION NO.:	DATE OF LAST REVISION:
2005-2043	10	05/26/2009
2005-2115	8	07/17/2009
2005-2295	10	10/07/2009

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

//LAST ITEM//

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) Benjamin E. Erwin Senior Vice President, Corporate Development		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan Wynne Contract Specialist	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 10/30/2009	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen | Division of | Wage Determination No.: 2005-2115
 Director | Wage Determinations | Revision No.: 8
 Date Of Last Revision: 07/17/2009

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette,
 Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor

Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.06
01012 - Accounting Clerk II		13.29
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		17.65
01040 - Court Reporter		14.34
01051 - Data Entry Operator I		11.02
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.31
01090 - Duplicating Machine Operator		11.31
01111 - General Clerk I		10.69
01112 - General Clerk II		11.80
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.37
01141 - Messenger Courier		10.89
01191 - Order Clerk I		11.99
01192 - Order Clerk II		13.08
01261 - Personnel Assistant (Employment) I		13.07
01262 - Personnel Assistant (Employment) II		14.62
01263 - Personnel Assistant (Employment) III		16.30
01270 - Production Control Clerk		18.78
01280 - Receptionist		11.14
01290 - Rental Clerk		11.53
01300 - Scheduler, Maintenance		13.12
01311 - Secretary I		13.12
01312 - Secretary II		14.67
01313 - Secretary III		16.37
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		17.65
01420 - Survey Worker		13.76

01531 - Travel Clerk I	11.83
01532 - Travel Clerk II	12.92
01533 - Travel Clerk III	13.92
01611 - Word Processor I	12.42
01612 - Word Processor II	15.29
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.96
05010 - Automotive Electrician	16.74
05040 - Automotive Glass Installer	14.73
05070 - Automotive Worker	14.73
05110 - Mobile Equipment Servicer	12.68
05130 - Motor Equipment Metal Mechanic	17.19
05160 - Motor Equipment Metal Worker	14.73
05190 - Motor Vehicle Mechanic	17.18
05220 - Motor Vehicle Mechanic Helper	12.01
05250 - Motor Vehicle Upholstery Worker	13.71
05280 - Motor Vehicle Wrecker	14.73
05310 - Painter, Automotive	15.73
05340 - Radiator Repair Specialist	14.73
05370 - Tire Repairer	11.70
05400 - Transmission Repair Specialist	17.19
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	9.87
07042 - Cook II	11.09
07070 - Dishwasher	8.00
07130 - Food Service Worker	9.21
07210 - Meat Cutter	12.87
07260 - Waiter/Waitress	9.02
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.02
09040 - Furniture Handler	9.62
09080 - Furniture Refinisher	15.02
09090 - Furniture Refinisher Helper	11.17
09110 - Furniture Repairer, Minor	13.09
09130 - Upholsterer	15.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.69
11060 - Elevator Operator	9.69
11090 - Gardener	12.04
11122 - Housekeeping Aide	10.26
11150 - Janitor	10.43
11210 - Laborer, Grounds Maintenance	10.60
11240 - Maid or Houseman	8.69
11260 - Pruner	10.07
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	10.60
11360 - Window Cleaner	11.45
12000 - Health Occupations	
12010 - Ambulance Driver	15.60
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	25.24
12015 - Certified Physical Therapist Assistant	20.27
12020 - Dental Assistant	15.58
12025 - Dental Hygienist	27.39

12030 - EKG Technician	19.59	
12035 - Electroneurodiagnostic Technologist	19.59	
12040 - Emergency Medical Technician	15.15	
12071 - Licensed Practical Nurse I	15.80	
12072 - Licensed Practical Nurse II	17.67	
12073 - Licensed Practical Nurse III	18.47	
12100 - Medical Assistant	13.02	
12130 - Medical Laboratory Technician	17.02	
12160 - Medical Record Clerk	12.80	
12190 - Medical Record Technician	14.72	
12195 - Medical Transcriptionist	14.59	
12210 - Nuclear Medicine Technologist	32.90	
12221 - Nursing Assistant I	9.85	
12222 - Nursing Assistant II	11.07	
12223 - Nursing Assistant III	12.08	
12224 - Nursing Assistant IV	13.56	
12235 - Optical Dispenser	17.58	
12236 - Optical Technician	13.33	
12250 - Pharmacy Technician	13.44	
12280 - Phlebotomist	13.56	
12305 - Radiologic Technologist	23.35	
12311 - Registered Nurse I	22.03	
12312 - Registered Nurse II	26.95	
12313 - Registered Nurse II, Specialist	26.95	
12314 - Registered Nurse III	32.61	
12315 - Registered Nurse III, Anesthetist	32.61	
12316 - Registered Nurse IV	39.09	
12317 - Scheduler (Drug and Alcohol Testing)	20.51	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.28	
13012 - Exhibits Specialist II	21.41	
13013 - Exhibits Specialist III	26.19	
13041 - Illustrator I	17.28	
13042 - Illustrator II	21.41	
13043 - Illustrator III	26.19	
13047 - Librarian	23.72	
13050 - Library Aide/Clerk	11.27	
13054 - Library Information Technology Systems Administrator		21.41
13058 - Library Technician	12.87	
13061 - Media Specialist I	15.45	
13062 - Media Specialist II	17.28	
13063 - Media Specialist III	19.28	
13071 - Photographer I	12.92	
13072 - Photographer II	16.00	
13073 - Photographer III	18.79	
13074 - Photographer IV	22.98	
13075 - Photographer V	27.81	
13110 - Video Teleconference Technician		15.10
14000 - Information Technology Occupations		
14041 - Computer Operator I	13.44	
14042 - Computer Operator II	15.03	
14043 - Computer Operator III	16.96	
14044 - Computer Operator IV	20.82	
14045 - Computer Operator V	23.11	
14071 - Computer Programmer I	(see 1)	24.20

14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.41
14160 - Personal Computer Support Technician		20.82
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.19
15020 - Aircrew Training Devices Instructor (Rated)		34.10
15030 - Air Crew Training Devices Instructor (Pilot)		37.51
15050 - Computer Based Training Specialist / Instructor		26.70
15060 - Educational Technologist		23.96
15070 - Flight Instructor (Pilot)		37.51
15080 - Graphic Artist		20.70
15090 - Technical Instructor		20.05
15095 - Technical Instructor/Course Developer		24.53
15110 - Test Proctor		16.18
15120 - Tutor		16.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.37
16030 - Counter Attendant		8.37
16040 - Dry Cleaner		10.67
16070 - Finisher, Flatwork, Machine		8.37
16090 - Presser, Hand		8.37
16110 - Presser, Machine, Drycleaning		8.37
16130 - Presser, Machine, Shirts		8.37
16160 - Presser, Machine, Wearing Apparel, Laundry		8.37
16190 - Sewing Machine Operator		11.38
16220 - Tailor		12.08
16250 - Washer, Machine		9.11
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		16.70
19040 - Tool And Die Maker		21.00
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		13.90
21030 - Material Coordinator		18.78
21040 - Material Expediter		18.78
21050 - Material Handling Laborer		12.35
21071 - Order Filler		10.66
21080 - Production Line Worker (Food Processing)		13.90
21110 - Shipping Packer		14.88
21130 - Shipping/Receiving Clerk		14.88
21140 - Store Worker I		9.34
21150 - Stock Clerk		13.30
21210 - Tools And Parts Attendant		13.90
21410 - Warehouse Specialist		13.90
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.79
23021 - Aircraft Mechanic I		22.43
23022 - Aircraft Mechanic II		23.79
23023 - Aircraft Mechanic III		25.17
23040 - Aircraft Mechanic Helper		14.26
23050 - Aircraft, Painter		19.52
23060 - Aircraft Servicer		16.71

23080 - Aircraft Worker	17.95
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	23.36
23130 - Carpenter, Maintenance	17.22
23140 - Carpet Layer	16.67
23160 - Electrician, Maintenance	18.88
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	22.78
23183 - Electronics Technician Maintenance III	24.27
23260 - Fabric Worker	15.41
23290 - Fire Alarm System Mechanic	17.39
23310 - Fire Extinguisher Repairer	14.36
23311 - Fuel Distribution System Mechanic	23.13
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	15.16
23380 - Ground Support Equipment Mechanic	22.43
23381 - Ground Support Equipment Servicer	17.59
23382 - Ground Support Equipment Worker	18.89
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67
23393 - Gunsmith III	20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.10
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.20
23430 - Heavy Equipment Mechanic	17.54
23440 - Heavy Equipment Operator	18.30
23460 - Instrument Mechanic	23.23
23465 - Laboratory/Shelter Mechanic	17.84
23470 - Laborer	12.35
23510 - Locksmith	16.48
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	18.36
23580 - Maintenance Trades Helper	11.17
23591 - Metrology Technician I	23.23
23592 - Metrology Technician II	24.38
23593 - Metrology Technician III	25.60
23640 - Millwright	20.21
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	15.02
23790 - Pipefitter, Maintenance	18.29
23810 - Plumber, Maintenance	17.19
23820 - Pneudraulic Systems Mechanic	19.01
23850 - Rigger	19.65
23870 - Scale Mechanic	16.67
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	14.74
23931 - Telecommunications Mechanic I	23.22
23932 - Telecommunications Mechanic II	24.63
23950 - Telephone Lineman	20.88
23960 - Welder, Combination, Maintenance	16.28
23965 - Well Driller	18.50
23970 - Woodcraft Worker	19.01
23980 - Woodworker	12.11
24000 - Personal Needs Occupations	

24570 - Child Care Attendant	9.12	
24580 - Child Care Center Clerk	13.34	
24610 - Chore Aide	9.13	
24620 - Family Readiness And Support Services Coordinator		14.20
24630 - Homemaker	19.49	
25000 - Plant And System Operations Occupations		
25010 - Boiler Tender	22.27	
25040 - Sewage Plant Operator	20.90	
25070 - Stationary Engineer	22.27	
25190 - Ventilation Equipment Tender	15.47	
25210 - Water Treatment Plant Operator	20.90	
27000 - Protective Service Occupations		
27004 - Alarm Monitor	15.78	
27007 - Baggage Inspector	10.42	
27008 - Corrections Officer	14.43	
27010 - Court Security Officer	14.43	
27030 - Detection Dog Handler	13.68	
27040 - Detention Officer	14.43	
27070 - Firefighter	13.26	
27101 - Guard I	10.42	
27102 - Guard II	13.68	
27131 - Police Officer I	19.58	
27132 - Police Officer II	21.77	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	10.23	
28042 - Carnival Equipment Repairer	10.38	
28043 - Carnival Equipment Worker	8.32	
28210 - Gate Attendant/Gate Tender	12.73	
28310 - Lifeguard	11.01	
28350 - Park Attendant (Aide)	14.24	
28510 - Recreation Aide/Health Facility Attendant		10.13
28515 - Recreation Specialist	17.10	
28630 - Sports Official	11.34	
28690 - Swimming Pool Operator	14.87	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	18.99	
29020 - Hatch Tender	18.99	
29030 - Line Handler	18.99	
29041 - Stevedore I	17.72	
29042 - Stevedore II	20.31	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		26.69
30021 - Archeological Technician I	15.55	
30022 - Archeological Technician II	17.40	
30023 - Archeological Technician III	21.56	
30030 - Cartographic Technician	21.56	
30040 - Civil Engineering Technician	22.04	
30061 - Drafter/CAD Operator I	16.01	
30062 - Drafter/CAD Operator II	18.27	
30063 - Drafter/CAD Operator III	20.00	
30064 - Drafter/CAD Operator IV	23.88	
30081 - Engineering Technician I	12.97	
30082 - Engineering Technician II	16.57	

30083 - Engineering Technician III	20.34	
30084 - Engineering Technician IV	23.88	
30085 - Engineering Technician V	29.16	
30086 - Engineering Technician VI	35.34	
30090 - Environmental Technician	19.61	
30210 - Laboratory Technician	20.56	
30240 - Mathematical Technician	22.18	
30361 - Paralegal/Legal Assistant I	18.17	
30362 - Paralegal/Legal Assistant II	22.79	
30363 - Paralegal/Legal Assistant III	27.87	
30364 - Paralegal/Legal Assistant IV	33.75	
30390 - Photo-Optics Technician	22.18	
30461 - Technical Writer I	21.03	
30462 - Technical Writer II	25.72	
30463 - Technical Writer III	30.02	
30491 - Unexploded Ordnance (UXO) Technician I		22.34
30492 - Unexploded Ordnance (UXO) Technician II		27.03
30493 - Unexploded Ordnance (UXO) Technician III		32.40
30494 - Unexploded (UXO) Safety Escort		22.34
30495 - Unexploded (UXO) Sweep Personnel		22.34
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	19.97
30621 - Weather Observer, Senior	(see 2)	22.18
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	13.82	
31030 - Bus Driver	17.28	
31043 - Driver Courier	14.66	
31260 - Parking and Lot Attendant		8.62
31290 - Shuttle Bus Driver	15.41	
31310 - Taxi Driver	10.31	
31361 - Truckdriver, Light	15.41	
31362 - Truckdriver, Medium	18.16	
31363 - Truckdriver, Heavy	18.36	
31364 - Truckdriver, Tractor-Trailer	18.36	
99000 - Miscellaneous Occupations		
99030 - Cashier	8.36	
99050 - Desk Clerk	9.58	
99095 - Embalmer	24.27	
99251 - Laboratory Animal Caretaker I		10.44
99252 - Laboratory Animal Caretaker II		11.35
99310 - Mortician	24.27	
99410 - Pest Controller	14.06	
99510 - Photofinishing Worker	13.43	
99710 - Recycling Laborer	13.87	
99711 - Recycling Specialist	17.70	
99730 - Refuse Collector	12.31	
99810 - Sales Clerk	12.31	
99820 - School Crossing Guard	10.67	
99830 - Survey Party Chief	18.66	
99831 - Surveying Aide	10.57	
99832 - Surveying Technician	14.49	
99840 - Vending Machine Attendant	11.62	
99841 - Vending Machine Repairer	14.63	
99842 - Vending Machine Repairer Helper	11.62	



ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

Additionally, because job titles vary widely and change quickly in the computer

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE Nov 23, 2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5005) WASHINGTON, D.C. 20534	CODE	7. ADMINISTERED BY (If other than Item 6) FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW (5005) WASHINGTON, D.C. 20534	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Cornell Companies, Inc. 1700 West Loop South, Suite 1500 Houston, Texas 77027		(X)	9A. AMENDMENT OF SOLICITATION NO. RFP-PCC-0014	
		(X)	9B. DATED (SEE ITEM 11) Jun 12, 2008	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your 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)				
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.			
<input type="checkbox"/>				
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)			
<input type="checkbox"/>				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
AMENDMENT 11 IS HEREBY ISSUED TO INCORPORATE THE FOLLOWING UPDATED DEPARTMENT OF LABOR WAGE DETERMINATION INTO RFP-PCC-0014.				
WAGE DETERMINATION NO. : 2005-2362		REVISION NO. : 10		DATE OF LAST REVISION : 10/29/2009
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.				
//LAST ITEM//				
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) Benjamin E. Erwin Senior Vice President, Corporate Development		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ryan Wynne Contract Specialist		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11/23/2009	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED	

Exhibit B
Contract Modification 53

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. 0053	3. EFFECTIVE DATE See Block 16C	4. REQUISITION / PURCHASE REFERENCE N/A	PROJECT NO. (If applicable) 32A	
6. ISSUED BY Federal Bureau of Prisons Privatized Corrections Contracting D. Ray James Correctional Facility Highway 252 East Folkston, Georgia 31537		CODE	7. ADMINISTERED BY (If other than Item 6) James J.C.L. Spence Contracting Officer (912) 496-6981	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Cornell Companies, Inc. One Park Place, Suite 700 621 Northwest 53 rd Street Boca Raton, Florida 33487			9A. AMENDMENT OF SOLICITATION NO.	
CODE : Tax ID# 760433642 FACILITY CODE: DUNS #797470549			9B. DATED (See Item 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X DJB1PC012 /	
			10B. DATED (See Item 13) 01/12/2010	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above number 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 _____ copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

	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:
XX	D. OTHER (Specify type of modification and authority) Unilateral – (FAR 52.223-43) Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Year Contracts)


E. IMPORTANT: Contractors and are 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).

Contract DJB1PC012 is hereby unilaterally modified as follows: Wage Determination No. CBA-2014-7174 and 2005-2115, Revision No. 14 of the Department of Labor (DOL) Wage Rates (attached page 1 of 1, and pages 1-10), are incorporated into the contract. These wage rates replace the current DOL Wage Determination No. 2009-2773, Revision 14. The effective date of this modification is November 10, 2014.

The Contractor shall provide any request for equitable adjustment to the Contracting Officer, no later than November 10, 2014.

Except as provided herein, all items 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) James J.C.L. Spence Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/10/2014

REGISTER OF WAGE DETERMINATION 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 Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2014-7174
Revision No.: 0
Date Of Last Revision: 10/10/2014

State: Georgia

Area: Charlton

Employed on Federal Bureau of Prisons contract for Operation of a Privatized Prison.

Collective Bargaining Agreement between contractor: Cornell Companies, Inc (The GEO Group), and union: International Union, Security, Police and Fire Professionals of , effective 5/30/2014 through 7/30/2017.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

WD 05-2115 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2115
Revision No.: 14
Date Of Revision: 07/25/2014

States: Florida, Georgia

Area: Florida Counties of Baker, Clay, Columbia, Duval, Hamilton, Lafayette,
Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor
Georgia Counties of Brantley, Camden, Charlton, Glynn, Pierce

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.14
01012 - Accounting Clerk II		13.62
01013 - Accounting Clerk III		16.03
01020 - Administrative Assistant		18.33
01040 - Court Reporter		15.07
01051 - Data Entry Operator I		11.53
01052 - Data Entry Operator II		13.15
01060 - Dispatcher, Motor Vehicle		16.75
01070 - Document Preparation Clerk		11.81
01090 - Duplicating Machine Operator		11.81
01111 - General Clerk I		10.83
01112 - General Clerk II		11.82
01113 - General Clerk III		18.09
01120 - Housing Referral Assistant		16.80
01141 - Messenger Courier		10.90
01191 - Order Clerk I		12.79
01192 - Order Clerk II		13.69
01261 - Personnel Assistant (Employment) I		13.47
01262 - Personnel Assistant (Employment) II		15.07
01263 - Personnel Assistant (Employment) III		16.80
01270 - Production Control Clerk		18.80
01280 - Receptionist		11.93
01290 - Rental Clerk		12.50
01300 - Scheduler, Maintenance		13.47
01311 - Secretary I		13.47
01312 - Secretary II		15.07
01313 - Secretary III		16.80
01320 - Service Order Dispatcher		14.63
01410 - Supply Technician		18.33
01420 - Survey Worker		14.09
01531 - Travel Clerk I		12.32
01532 - Travel Clerk II		13.45
01533 - Travel Clerk III		14.49
01611 - Word Processor I		12.58
01612 - Word Processor II		15.29
01613 - Word Processor III		17.11
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		18.96
05010 - Automotive Electrician		16.74

05040	- Automotive Glass Installer	14.73
05070	- Automotive Worker	14.73
05110	- Mobile Equipment Servicer	12.68
05130	- Motor Equipment Metal Mechanic	17.19
05160	- Motor Equipment Metal Worker	14.73
05190	- Motor Vehicle Mechanic	17.18
05220	- Motor Vehicle Mechanic Helper	12.01
05250	- Motor Vehicle Upholstery Worker	13.71
05280	- Motor Vehicle Wrecker	14.73
05310	- Painter, Automotive	15.73
05340	- Radiator Repair Specialist	14.73
05370	- Tire Repairer	11.70
05400	- Transmission Repair Specialist	17.19
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.75
07041	- Cook I	10.86
07042	- Cook II	12.20
07070	- Dishwasher	8.18
07130	- Food Service Worker	9.21
07210	- Meat Cutter	13.65
07260	- Waiter/Waitress	9.87
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.52
09040	- Furniture Handler	10.58
09080	- Furniture Refinisher	16.52
09090	- Furniture Refinisher Helper	12.29
09110	- Furniture Repairer, Minor	14.40
09130	- Upholsterer	16.52
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.02
11060	- Elevator Operator	10.02
11090	- Gardener	12.83
11122	- Housekeeping Aide	11.17
11150	- Janitor	11.17
11210	- Laborer, Grounds Maintenance	11.30
11240	- Maid or Houseman	8.91
11260	- Pruner	10.07
11270	- Tractor Operator	12.66
11330	- Trail Maintenance Worker	11.30
11360	- Window Cleaner	12.59
12000	- Health Occupations	
12010	- Ambulance Driver	15.60
12011	- Breath Alcohol Technician	17.67
12012	- Certified Occupational Therapist Assistant	27.76
12015	- Certified Physical Therapist Assistant	22.30
12020	- Dental Assistant	16.28
12025	- Dental Hygienist	27.39
12030	- EKG Technician	21.26
12035	- Electroneurodiagnostic Technologist	21.26
12040	- Emergency Medical Technician	15.15
12071	- Licensed Practical Nurse I	15.80
12072	- Licensed Practical Nurse II	17.67
12073	- Licensed Practical Nurse III	18.89
12100	- Medical Assistant	13.57
12130	- Medical Laboratory Technician	17.22
12160	- Medical Record Clerk	13.73
12190	- Medical Record Technician	15.38
12195	- Medical Transcriptionist	15.65
12210	- Nuclear Medicine Technologist	32.90
12221	- Nursing Assistant I	10.38
12222	- Nursing Assistant II	11.67

12223	- Nursing Assistant III	12.74
12224	- Nursing Assistant IV	14.29
12235	- Optical Dispenser	19.34
12236	- Optical Technician	14.66
12250	- Pharmacy Technician	14.44
12280	- Phlebotomist	14.29
12305	- Radiologic Technologist	23.35
12311	- Registered Nurse I	23.41
12312	- Registered Nurse II	28.64
12313	- Registered Nurse II, Specialist	28.64
12314	- Registered Nurse III	34.65
12315	- Registered Nurse III, Anesthetist	34.65
12316	- Registered Nurse IV	41.52
12317	- Scheduler (Drug and Alcohol Testing)	20.99
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	18.14
13012	- Exhibits Specialist II	22.48
13013	- Exhibits Specialist III	27.50
13041	- Illustrator I	18.79
13042	- Illustrator II	23.29
13043	- Illustrator III	28.49
13047	- Librarian	24.89
13050	- Library Aide/Clerk	12.40
13054	- Library Information Technology Systems Administrator	22.40
13058	- Library Technician	13.25
13061	- Media Specialist I	16.22
13062	- Media Specialist II	18.14
13063	- Media Specialist III	20.53
13071	- Photographer I	13.56
13072	- Photographer II	16.00
13073	- Photographer III	18.80
13074	- Photographer IV	23.00
13075	- Photographer V	27.82
13110	- Video Teleconference Technician	15.58
14000	- Information Technology Occupations	
14041	- Computer Operator I	13.44
14042	- Computer Operator II	15.03
14043	- Computer Operator III	16.96
14044	- Computer Operator IV	20.82
14045	- Computer Operator V	23.11
14071	- Computer Programmer I	24.20
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)
14102	- Computer Systems Analyst II	(see 1)
14103	- Computer Systems Analyst III	(see 1)
14150	- Peripheral Equipment Operator	15.41
14160	- Personal Computer Support Technician	20.82
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	28.19
15020	- Aircrew Training Devices Instructor (Rated)	34.10
15030	- Air Crew Training Devices Instructor (Pilot)	39.61
15050	- Computer Based Training Specialist / Instructor	26.70
15060	- Educational Technologist	23.96
15070	- Flight Instructor (Pilot)	37.51
15080	- Graphic Artist	22.77
15090	- Technical Instructor	20.53
15095	- Technical Instructor/Course Developer	25.11
15110	- Test Proctor	16.56

15120 - Tutor	16.56
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.67
16030 - Counter Attendant	8.67
16040 - Dry Cleaner	11.05
16070 - Finisher, Flatwork, Machine	8.67
16090 - Presser, Hand	8.67
16110 - Presser, Machine, Drycleaning	8.67
16130 - Presser, Machine, Shirts	8.67
16160 - Presser, Machine, Wearing Apparel, Laundry	9.57
16190 - Sewing Machine Operator	11.79
16220 - Tailor	12.51
16250 - Washer, Machine	9.44
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.73
19040 - Tool And Die Maker	21.00
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.29
21030 - Material Coordinator	18.80
21040 - Material Expediter	18.80
21050 - Material Handling Laborer	12.93
21071 - Order Filler	10.98
21080 - Production Line Worker (Food Processing)	15.29
21110 - Shipping Packer	14.88
21130 - Shipping/Receiving Clerk	14.88
21140 - Store Worker I	9.85
21150 - Stock Clerk	14.02
21210 - Tools And Parts Attendant	15.29
21410 - Warehouse Specialist	15.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.15
23021 - Aircraft Mechanic I	23.72
23022 - Aircraft Mechanic II	25.15
23023 - Aircraft Mechanic III	26.71
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft, Painter	20.64
23060 - Aircraft Servicer	17.67
23080 - Aircraft Worker	18.98
23110 - Appliance Mechanic	18.66
23120 - Bicycle Repairer	12.87
23125 - Cable Splicer	23.45
23130 - Carpenter, Maintenance	17.98
23140 - Carpet Layer	17.55
23160 - Electrician, Maintenance	20.10
23181 - Electronics Technician Maintenance I	22.35
23182 - Electronics Technician Maintenance II	23.94
23183 - Electronics Technician Maintenance III	25.41
23260 - Fabric Worker	16.35
23290 - Fire Alarm System Mechanic	19.13
23310 - Fire Extinguisher Repairer	15.12
23311 - Fuel Distribution System Mechanic	23.13
23312 - Fuel Distribution System Operator	18.23
23370 - General Maintenance Worker	15.63
23380 - Ground Support Equipment Mechanic	23.72
23381 - Ground Support Equipment Servicer	17.67
23382 - Ground Support Equipment Worker	18.98
23391 - Gunsmith I	16.81
23392 - Gunsmith II	18.67
23393 - Gunsmith III	20.74
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.33

23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	20.50
23430 - Heavy Equipment Mechanic	18.39
23440 - Heavy Equipment Operator	20.02
23460 - Instrument Mechanic	24.25
23465 - Laboratory/Shelter Mechanic	18.79
23470 - Laborer	12.93
23510 - Locksmith	16.48
23530 - Machinery Maintenance Mechanic	22.01
23550 - Machinist, Maintenance	18.54
23580 - Maintenance Trades Helper	12.29
23591 - Metrology Technician I	24.25
23592 - Metrology Technician II	25.81
23593 - Metrology Technician III	27.31
23640 - Millwright	20.21
23710 - Office Appliance Repairer	21.11
23760 - Painter, Maintenance	16.52
23790 - Pipefitter, Maintenance	19.16
23810 - Plumber, Maintenance	18.01
23820 - Pneudraulic Systems Mechanic	20.02
23850 - Rigger	19.65
23870 - Scale Mechanic	17.55
23890 - Sheet-Metal Worker, Maintenance	19.44
23910 - Small Engine Mechanic	14.74
23931 - Telecommunications Mechanic I	23.49
23932 - Telecommunications Mechanic II	25.00
23950 - Telephone Lineman	21.89
23960 - Welder, Combination, Maintenance	16.90
23965 - Well Driller	20.02
23970 - Woodcraft Worker	20.02
23980 - Woodworker	12.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	13.34
24610 - Chore Aide	9.44
24620 - Family Readiness And Support Services Coordinator	14.20
24630 - Homemaker	19.49
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.27
25040 - Sewage Plant Operator	22.26
25070 - Stationary Engineer	22.27
25190 - Ventilation Equipment Tender	15.47
25210 - Water Treatment Plant Operator	22.26
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.83
27007 - Baggage Inspector	10.51
27008 - Corrections Officer	15.87
27010 - Court Security Officer	15.87
27030 - Detection Dog Handler	13.68
27040 - Detention Officer	15.87
27070 - Firefighter	13.26
27101 - Guard I	10.51
27102 - Guard II	13.68
27131 - Police Officer I	19.58
27132 - Police Officer II	21.77
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.32
28042 - Carnival Equipment Repairer	10.47
28043 - Carnival Equipment Worker	8.39
28210 - Gate Attendant/Gate Tender	12.73

28310 - Lifeguard	11.29
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.13
28515 - Recreation Specialist	17.10
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.87
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.99
29020 - Hatch Tender	18.99
29030 - Line Handler	18.99
29041 - Stevedore I	17.72
29042 - Stevedore II	22.13
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.46
30022 - Archeological Technician II	18.41
30023 - Archeological Technician III	22.82
30030 - Cartographic Technician	22.82
30040 - Civil Engineering Technician	22.04
30061 - Drafter/CAD Operator I	16.46
30062 - Drafter/CAD Operator II	18.41
30063 - Drafter/CAD Operator III	20.54
30064 - Drafter/CAD Operator IV	25.27
30081 - Engineering Technician I	13.90
30082 - Engineering Technician II	16.57
30083 - Engineering Technician III	20.34
30084 - Engineering Technician IV	23.88
30085 - Engineering Technician V	29.16
30086 - Engineering Technician VI	35.34
30090 - Environmental Technician	21.21
30210 - Laboratory Technician	20.56
30240 - Mathematical Technician	22.18
30361 - Paralegal/Legal Assistant I	18.17
30362 - Paralegal/Legal Assistant II	22.79
30363 - Paralegal/Legal Assistant III	27.87
30364 - Paralegal/Legal Assistant IV	33.75
30390 - Photo-Optics Technician	22.82
30461 - Technical Writer I	22.03
30462 - Technical Writer II	26.95
30463 - Technical Writer III	32.60
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 20.54
30621 - Weather Observer, Senior	(see 2) 22.82
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.82
31030 - Bus Driver	18.11
31043 - Driver Courier	15.41
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.41
31310 - Taxi Driver	10.42
31361 - Truckdriver, Light	15.41
31362 - Truckdriver, Medium	18.16
31363 - Truckdriver, Heavy	19.44
31364 - Truckdriver, Tractor-Trailer	19.44

99000 - Miscellaneous Occupations	
99030 - Cashier	8.57
99050 - Desk Clerk	9.66
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.44
99252 - Laboratory Animal Caretaker II	11.35
99310 - Mortician	24.27
99410 - Pest Controller	14.06
99510 - Photofinishing Worker	13.91
99710 - Recycling Laborer	15.26
99711 - Recycling Specialist	19.47
99730 - Refuse Collector	13.54
99810 - Sales Clerk	12.62
99820 - School Crossing Guard	11.25
99830 - Survey Party Chief	20.53
99831 - Surveying Aide	11.63
99832 - Surveying Technician	15.94
99840 - Vending Machine Attendant	11.62
99841 - Vending Machine Repairer	14.63
99842 - Vending Machine Repairer Helper	11.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$140.90 per week or \$595.72 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Exhibit C
Contract Modification 88

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE DJB1PC012		
2. AMENDMENT/MODIFICATION NUMBER 0088		3. EFFECTIVE DATE 01/25/2018	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable) 32A	
6. ISSUED BY CODE		BCO	7. ADMINISTERED BY (if other than Item 6) CODE		
Federal Bureau of Prisons Privatized Corrections Contracting 320 First Street, NW (5005) WASHINGTON, DC 20534					
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code) CORNELL COMPANIES, INC. 621 NW 53RD STREET SUITE 700 BOCA RATON, FL 33487-8235 DUNS: 797470549			(X)	9A. AMENDMENT OF SOLICITATION NUMBER	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER DJB1PC012*	
				10B. DATED (SEE ITEM 13) 01/12/2010	
CODE 760433642		FACILITY CODE 797470549			

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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER 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 NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - (FAR 52.222-41) - Service Contract Labor Standards

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.)

Contract DJB1PC012 is hereby modified to incorporate the attached Collective Bargaining Agreement, CBA-2018-10982, (SPFPA Local 469).

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) Mason Lacy	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED 01/25/2018

Previous edition unusable

REGISTER OF WAGE DETERMINATION 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 Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: CBA-2018-10982
Revision No.: 0
Date Of Last Revision: 1/25/2018

State: Georgia

Area: Charlton

Employed on Federal Bureau of Prisons (BOP) contract for Management and Operation of a Private Prison.

Collective Bargaining Agreement between contractor: The GEO Group, Inc., and union: SPFPA Local 469, effective 11/18/2017 through 11/17/2020.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



AGREEMENT

BETWEEN

**GEO CORRECTIONS AND DETENTION, LLC
(GEO)**

and the

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

And its Amalgamated Local 469

thereof representing the

Correctional Employees

Located at

D RAY JAMES CORRECTIONAL FACILITY

FOLKSTON, GEORGIA

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PREAMBLE

THIS AGREEMENT is entered into this 18th day of November, 2017, by and between GEO Corrections and Detention, LLC (GEO), hereinafter referred to as the “Company,” and the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 469, hereinafter referred to as the “Union.”

GEO manages the D Ray James Correctional Facility in Folkston, Georgia, hereinafter referred to as the “Client”. As the management agent for the Contract Agency (s), the terms of this document are governed by Company’s contract (s) and the standards established by the Client.

WITNESSETH

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

ARTICLE 1 RECOGNITION AND PURPOSE

- 1.1 The Company recognizes the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 469 as the exclusive collective bargaining representative for all full-time and regular part-time Correctional Officers, performing guard duties as defined in section 9(b)(3) of the National Labor Relations Act, as amended, employed by the Company at the D. Ray James Correctional Facility, as listed in the NLRB Certification in Case Number 12-RC-097792 and excludes all other employees, including office clerical employees, professional employees, supervisors, and other employees as defined in the National Labor Relations ACT, as amended.
- 1.2 For the purpose of this Agreement, the term “Officer” or “Officers” designates only such Officers as are covered by this Agreement.
- 1.3 It is the purpose of this Agreement to promote and expand harmonious relationships between the Company and Officers represented by the Union to provide, where not inconsistent with Client rules and regulations, applicable state and federal laws and regulations required by any agency having jurisdiction over the Operations and Management Contract or Personnel Rules, for the salary structure, fringe benefits, and employment conditions of the Officers covered by this Agreement. It is recognized that a harmonious relationship can best be achieved by open dialogue, timely resolution of differences, and negotiating in good faith. Both parties agree that they share the responsibility to provide uninterrupted service to the Client.

- 1.4 The parties acknowledge that during the negotiations, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- 1.5 It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss, or in the loss of normal hours to permanent Officers coming under this Agreement while the supplementary force is being utilized.

ARTICLE 2 UNION SECURITY

- 2.1 Officers may freely choose to exercise their right by becoming a member of the Union or refrain from doing so as established by the National Labor Relations Act, as amended, Federal or State law; and this Article.
- 2.2 The Union agrees to indemnify and hold the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security Article.

ARTICLE 3 NON-DISCRIMINATION

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

ARTICLE 4
HOURS OF WORK AND OVERTIME

- 4.1 For payroll purposes the normal work week shall commence at 12:00 AM on Sunday and ends at 11:59 PM on Saturday. It is understood that the description of a "normal work week" does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system.
- 4.2 The Company shall pay overtime at the rate required by federal and state law. Overtime is based only on actual hours worked within the workweek. The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.
- 4.3 The parties agree that the ability to work overtime is an essential function of both full-time and regular part-time Officers. An Officer may sign up to volunteer for advanced overtime in the Captain's office. If more than one (1) Officer signed up for the overtime opportunity the last date of overtime worked will determine who is awarded the assignment (i.e. if one Officer worked overtime on Monday and the other worked on Tuesday, the Officer who worked overtime on Monday would be awarded the assignment). In the event two or more Officers worked overtime on the same date, the most senior Officer will be awarded the assignment. Once an Officer works the overtime assignment, their name shall be moved to the bottom of the mandatory overtime list. Short notice overtime shall be first offered as voluntary overtime. The Shift Captain shall ask for volunteers; if no one volunteers the assignment shall be filed as mandatory overtime. Once an Officer works the assignment, their name shall be moved to the bottom of the mandatory overtime list. The mandatory overtime list will be maintained in front entry, and updated on Monday, Wednesday, and Friday. Mandatory overtime applies to all Correctional Officers, and will only move to the bottom of the list after working a minimum of four (4) hours.
- 4.4 Officers shall remain on duty until properly relieved by another Officer. Refusal to remain on duty until properly relieved may result in disciplinary action. Refusal to obey an order, instruction, or request given by a security supervisor may result in disciplinary action.
- 4.5 Supervisory and other employees shall not perform the duties of Officers covered by this Agreement except under the following conditions:
- a. When such work is necessary for instruction and/or training purposes without relieving the Officer from duties.
 - b. To provide comfort, meal or emergency relief of Officers when other qualified Officers are not readily available

**ARTICLE 5
CALL-IN AND REPORTING PAY**

- 5.1 Officers are required to report for work at their scheduled starting times. Because a failure to report on time can cause delays in filling the requirements for shift coverage, this may cause supervisors to attempt to find replacements and places a hardship on other Officers. Failing to report to work on time may result in progressive discipline as outlined in Article-15.
- 5.2 Officers are required to call the on-site Shift Supervisor, a minimum of two (2) hours prior to the start of the scheduled shift, if they are unable to work their scheduled shift unless unable to do so due to a verifiable emergency situation. The failure to call a minimum of 2-hours prior to the start of the shift constitutes a violation and may result in progressive discipline as outlined in Article-15.
- 5.3 Officers who fail to report for duty at least two (2) consecutively scheduled workdays without notifying the Shift Supervisor or higher authority will be considered as having voluntarily abandoned their position and their employment will be terminated. This is an administrative action and does not fall under the guidelines listed in Article-15.
- 5.4 An officer who reports for work at his regular starting time or has been called in to work and has not been advised either orally or in writing not to report shall receive a minimum of four (4) hours work or four (4) hours pay at the appropriate hourly rate.
- 5.5 The provisions of Section 5.4 above shall not apply if the Company is unable to advise the officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.

**ARTICLE 6
LEAVES OF ABSENCE**

- 6.1 GEO provides leaves of absences in accordance with all applicable federal and state laws i.e., FMLA, Military leaves, etc. The protocol for such leaves can be found in the Employee Handbook or by contacting the facility Human Resources Department.
- 6.2 The Company agrees to provide the Local Union President with unpaid Union Leave to take care of union business related to this Agreement. Requests for Union Leave must be made to the Warden and may not exceed 2 days per month.

ARTICLE 7
NO STRIKE/NO LOCKOUT

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

ARTICLE 8
COMPANY REGULATIONS

- 8.1 The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or Client, and that failure to do so may be cause for discipline.
- 8.2 Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.
- 8.3 The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement.

- 8.4 Typically all work rules that could result in discipline are contained in the GEO Policies, Employee Handbook, the Collective Bargaining Agreement, Post Orders, internal memoranda or other means, i.e., posted notices, shift briefing information, etc. Should there be any work rules contained in facility policy, the Company will provide Officers reasonable access to all facility policies for which they could be disciplined or that contain information related to their jobs or the Company, except those policies that are considered privileged, confidential or sensitive by the Company, its Client or the appropriate American Correctional Association standards.
- 8.5 The Union recognizes the principle of management responsibility, and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's Client and the requirements of the particular job.

ARTICLE 9 UNION REPRESENTATIVES AND ACCESS TO FACILITY

- 9.1 Duly authorized representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that no interview shall be held during rush hours or interrupt operations or disrupt or interfere with the duties of any Officer. Rush Hours include, but are not limited to, count times, meal periods, major turnouts, shift changes, or other times when there is major inmate or staff movement or during an emergency situation. Union representatives and Officers of the Local may contact Shift Stewards during working hours by telephone for the purpose of conducting Union business, provided that permission to do so has first been received from the Warden or his designee.
- 9.2 Access to the facility after normal business hours (8:00 AM – 4:30 PM) will require prior approval from the Warden or his designee.
- 9.3 It is mutually understood that access to the facility is governed by Client rules, and is subject to applicable Client restrictions, and these rules and restrictions must be followed. Any representative of the International Union (or other Union representative) requesting access to the facility must obtain proper clearance from the Client through the Warden.
- 9.4 The representative of the Union shall contact the Warden, or his designee, then present themselves at the facility and inform the Warden, or his designee, of the circumstances of the visit. To the extent practicable the Union will provide the Warden with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.
- 9.5 The Union shall inform the Company in writing of the names of its Officers, Regional Director, International Representatives, Chief Steward and Shift Stewards who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.

- 9.6 The Company shall provide a Bulletin Board for use by the Union with the understanding the Union shall not post nor distribute any letters, handbills, or notices etc., elsewhere on the site. Bulletin Board postings shall not contain any partisan political literature, offensive or derogatory language, signs or symbols related to the Company, the Client, visitors, other staff or any other individual or organization. Bulletin Board postings will be limited to:
- a. Notices of Recreational-Social Events
 - b. Notice of Union Elections
 - c. Notice of Results of Union Elections
 - d. Notice of Union Meetings
 - e. Notices of Other "Official" Union Business
- 9.7 The Union may designate one (1) Officer as a Chief Steward. Additionally, the Union may designate two (2) Officers per shift to act as Shift Stewards. Each shift may have one (1) alternate, who shall function as the Shift Steward only when the regular Shift Steward is absent or unavailable. Shift Stewards and Alternates shall in each case be an Officer with Seniority and who regularly works the shift to which they are assigned. The local Union will keep the Company currently advised in writing of the identity of the Shift Stewards and their alternates, as well as the identity of the local Union officials. Only Officers named by the local Union as currently holding any of the above positions will be recognized by the Company as representing the Union.
- 9.8 No Chief Steward, Shift Steward, alternate Shift Steward, or any other local Union Officer may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.
- 9.9 No Chief Steward, Shift Steward, alternate Shift Steward or other Union Officer shall cause an Officer to leave their assigned post without first notifying the Shift Supervisor and receiving proper authorization.
- 9.10 The Union recognizes that representation of Officers is not meant to circumvent the normal relationship between Supervisor and Officer as it pertains to discussions and counseling. The right to Union representation shall not apply to conversations between an Officer and the Supervisor for the purpose of giving instructions concerning work performance, providing training or retraining or non-disciplinary correction of work habits or techniques.
- 9.11 The Union will be provided thirty (30) minutes to meet with new hires during new hire training.

**ARTICLE 10
DUES CHECK OFF**

- 10.1 Subject to the limitations of any state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by a member of the Union covered by this Agreement, the Union membership dues and initiation fees uniformly levied by the Union in accordance with said Union's constitution and by-laws, of each member of the Union who has in effect at that time a proper authorization card executed by the Officer, authorizing the Company to make such deductions. A minimum of fifteen (15) workdays prior to the first deduction, the Union will advise the Company of the exact dollar amount due from each Officer.
- 10.2 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the Secretary-Treasurer of the International Union SPFPA no later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by the Company.
- 10.3 The check-off authorization card to be executed and furnished to the Company by the Union and the Officers shall be the official Union authorization for check-off of dues. The Company shall accept no other form, unless the substitute is mutually agreed upon by the parties. The form is attached as Appendix A of this Agreement.
- 10.4 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the Officer any deduction erroneously or illegally withheld from an Officer's earnings by the Company, which has been transmitted to the Union by the Company.
- 10.5 No deduction of Union dues will be made from the wages of any Officer who has executed a check-off form and has been transferred to a job not covered by this Agreement or who is not in a pay status.
- 10.6 Anytime there is a change in the deduction authorization the Company will have a minimum of fifteen (15) workdays to put the change into effect.
- 10.7 An Officer who has executed a check-off form and who resigns or is otherwise dismissed from the employ of the Company shall be deemed to have automatically revoked his assignment, and if the Officer is recalled or re-employed, further deduction of Union dues will be made only upon execution and receipt of a new check-off form.
- 10.8 Collection of back dues owed at the time of starting deductions of any Officer, and collection of dues missed because the Officer's earnings were not sufficient to cover payment for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- 10.9 Deduction of membership dues shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the

Officer or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the Officer's last day of work occurs.

- 10.10 The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.
- 10.11 Solicitation of Union membership or collection or checking of dues will not be conducted during working time. The Company agrees not to discriminate in any way against any Officer for Union activity, but such activity shall not be carried out during working hours except as specifically allowed by the provisions of this Agreement.
- 10.12 An Officer may terminate a Union dues allotment by following the procedures outlined on the official dues authorization form.

ARTICLE 11 SENIORITY

- 11.1 For the first three (3) months worked following successful completion of facility pre-service training and orientation, an Officer shall be regarded as probationary and shall have no seniority. Probationary Officers may be disciplined or dismissed without recourse to the grievance procedure. Officers dismissed during their probation do not have any rights under this Agreement. However, Probationary Officers shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to promotions, transfers, layoffs or dismissal. The Company may, upon written notification to the Union, at its discretion, extend an Officer's probation, for additional 30 days. One additional 30 day extension may be granted with written notice to and consent from the Union.
- 11.2 Employees who have lost seniority as set forth in Section 11.6 of this Article, and employees who terminate or leave the bargaining unit prior to completion of the probationary period shall be required, upon rehire or reentry into the bargaining unit, to serve the probationary period again.
- 11.3 After completion of the probationary period an Officer's seniority under this Agreement shall revert to the Officer's date of hire at the D Ray James Correctional Facility. Seniority of Officers who start work on the same date shall be determined by the last four digits of the Officer's social security number. The lower number will be the most senior. Seniority is defined as the length of continuous service with the D Ray James Correctional Facility.

- 11.4 Seniority under this Agreement will have no influence on promotions or advancement within the Company. The benefits of seniority are limited to those specifically mentioned in this Agreement.
- 11.5 The Company agrees to prepare an updated site seniority list of Officers covered by this Agreement quarterly, a copy of which will be furnished to the Union, if requested.
- 11.6 Officers will lose their seniority, and shall be dismissed for any of the following:
- a. Is laid off for more than 12-months;
 - b. Absent due to illness or injury for more than six (6) months, or length of employment, whichever is less. Absences taken pursuant to the applicable federal or state laws are exempt under this provision;
 - c. Dismissed for Just Cause
 - d. Gives a false reason for a leave of absence or engages in other employment during such leave;
 - e. Fails to meet qualification/re-qualification requirements in accordance with the Company, the Client or other Governmental Agency's regulations having jurisdiction;
 - f. Fails to obtain or maintain a security clearance;
 - g. Fails to return from layoff upon recall as provided below;
 - h. If the Officer voluntarily resigns or retires; or
 - i. If the Officer is convicted of a felony or a misdemeanor that does not relate to a traffic violation, with the exception of DUI.
- 11.7 Layoff and recalls from layoff will be made on the basis of seniority. Officers acting as President or Vice President of the Local shall not be laid off provided that work, which they are qualified for and willing to perform is available in their present Classification. Stewards will be laid off and recalled from layoff on the same basis as provided for other Officers except that in the event a unit or shift is deactivated and is later reactivated, the Stewards shall be the first Officers to be recalled to that unit or shift, provided work which they are qualified and willing to perform is available. Positions requiring "special training or skills" will be exempt from the seniority process (Transportation Officers and Armory/Locksmith Officer).
- 11.8 Laid-off Officers shall have callback rights for a period of twelve (12) months or length of employment whichever is less, and shall retain their accumulated seniority as of the date of layoff.
- 11.9 In case of re-employment, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. In the event a former Officer so notified fails to report for work within five (5) calendar days after receipt of such notice, his seniority shall be terminated.
- 11.10 It will be the responsibility of the laid-off Officer to keep the Company notified of any change of address, and current phone number.

- 11.11 An Officer who is activated or drafted or who volunteers for military service in the armed forces of the United States, shall accumulate full seniority during the term of such service, provided such veterans are honorably discharged from active duty and apply for reemployment as an Officer within 90 days after such discharge from military service, provided the Officer still meets all eligibility requirements. The above is limited to a 6 year period; however, in time of war there will be no limit.
- 11.12 An Officer who is or has been transferred from the bargaining unit shall cease to accumulate seniority. If the Officer returns to the bargaining unit within six (6) months he shall retain the seniority he had at the time he transferred out of the bargaining unit.

ARTICLE 12 SHIFT BID

- 12.1 There will be an annual shift bid for full time Officers in October each year, which shall take effect the first day of the first full pay period of the following month of January. Said annual shift bid shall take place prior to the annual vacation bid. The annual shift bid shall include hours of work and days off. The annual shift bid shall be awarded in accordance with union seniority. Officers with less than one (1) year of service shall be excluded from said shift bid.
- 12.2 The Company shall not arbitrarily displace Officers from their awarded shifts. The Company may temporarily reassign an Officer's shift or days off to accommodate training needs or other foreseen business needs.
- 12.3 In the event the Company declares a vacant shift after the annual shift bid, said vacancy shall be awarded in accordance with union seniority to those Officers on that shift (i.e. change of days off). In the event there are no or insufficient bidders for the vacancy, the Company may reassign an Officer who did not participate in the annual shift bid. In the event there were sufficient bidders, the resulting vacancy may be filled by a reassigned Officer who did not participate in the annual shift bid.
- 12.4 In the event that the Company initiates its Emergency Contingency Plan, the provisions of this Article shall not apply for the duration of said emergency.

ARTICLE 13 GRIEVANCE PROCEDURE AND ARBITRATION

- 13.1 The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so

that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as an alleged violation of a specific term or provision of this Agreement. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. This grievance procedure is not intended for complaints of harassment or discrimination as referenced in the Employment Handbook and Corporate Policy.

- 13.2 It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in process, an Officer seeks resolution of the matter in any other forum, whether administrative or judicial, the Company shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- 13.3 An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint. The investigation may include but is not limited to: conducting interviews, having Officers prepare written statements, review records, etc.

STEP 1 The grievant and/or grievant's Steward or Union representative shall meet with the grievant's Chief of Security or his designated representative within ten (10) business days (excluding weekends and holidays) after the actions giving rise to said grievance occurred, became known or should have become known to the Officer or Union. The Chief of Security or his designated representative shall render his response to the grievant or the grievant's Steward within ten (10) business days of this meeting.

STEP 2 If the grievance is not settled in STEP 1, then the Union shall reduce the grievance to writing, and submit it to the Assistant Warden or his designated representative within ten (10) business days after the STEP 1 answer was given or was due. The Assistant Warden or his designated representative shall meet within ten (10) business days with the grievant's Steward or Union representative in an attempt to resolve the grievance. Every written grievance shall be filed on an authorized SPFPA Grievance Form and specify: (a) the date of the alleged violation; (b) all relevant facts; (c) the issue; (d) the contract provision(s) allegedly violated; (e) witnesses to the alleged violation; and (f) the remedy or relief sought. The Assistant Warden shall render a written answer to the grievance within ten (10) business days of the STEP 2 meeting.

STEP 3 If the grievance is not settled in STEP 2, then the Union shall appeal the grievance to the Warden or his designee, within ten (10) business days after the STEP 2 answer was given or due. The Warden or his designee shall meet

with the Union's designated representative within ten (10) business days in an attempt to resolve the grievance. The Warden shall render a written answer to the grievance within ten (10) business days following the STEP 3 meeting.

STEP 4 If the grievance is not settled at STEP 3, then within ten (10) business days from the Company's Step 3 answer, the Union's Regional Vice President or his designated representative shall have the opportunity to discuss the merits of the grievance with the Company's Eastern Region Vice President or his representative. The Eastern Region Vice President or his representative shall render a written answer to the grievance within thirty (30) calendar days following this discussion. Nothing in this Article shall compel the Union's Regional Vice President or his designated representative to utilize the opportunity to discuss the grievance with the Company's Eastern Region Vice President.

STEP 5 **Arbitration:** If the grievance is not settled at STEP 4, the party advancing the grievance may submit the matter for arbitration within thirty (30) calendar days after the Step 4 answer was given or was due. Before any issue is considered for arbitration, a grievance must be processed at each step of the grievance procedure.

- 13.4 Only those grievances which have been processed in strict accordance with the requirements of the above paragraphs and have gone through each Step of the grievance process shall be processed to arbitration in accordance with the procedures and limitations described herein.
- 13.5 Officers have the right to have a Union representative present during each Step of the grievance process. It is understood between the parties that the local Union President, Vice President (or their designee), Shift Steward or alternate may act as the representative in question.
- 13.6 As referenced in this Article, business days do not include Saturday, Sunday or Holidays.
- 13.7 The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted at each Step of the grievance process or if unresolved grievances should be submitted for arbitration. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.
- 13.8 The Arbitrator shall be selected from a panel of seven (7) proposed arbitrators, submitted by the Federal Mediation and Conciliation Services. The party requesting arbitration shall be responsible for contacting the FMCS to obtain the list. If the two parties cannot agree on an Arbitrator during the review of the original list, a second list of prospective Arbitrators may be requested from the FMCS. If the parties still cannot agree on an

arbitrator then the strike method will be used on the second list. The party requesting arbitration will strike the list first.

- 13.9 Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated, but only with mutual consent of the parties. No grievance filed after the termination of this Agreement shall be arbitrable.
- 13.10 The Arbitrator shall be governed at all times wholly by the terms of this Agreement. The Arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The Arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted and is prohibited from using any standard not specifically specified in this Agreement, including but not limited to notions of industrial standards.
- 13.11 No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay. In the event an Officer is awarded back pay as a result of an Arbitrator's ruling, deducted from the award will be any amounts received by the Officer for unemployment compensation and interim earnings, as well as any amounts which could have been earned through reasonable efforts by the Officer to mitigate. In no event may the Arbitrator enter a monetary award for any item other than lost wages. The Arbitrator shall not have the power to award punitive or exemplary damages, attorney's fees, or any other form of non-wage damages.
- 13.12 Should either of the parties fail to attend the hearing as agreed, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision, and award on the basis of only the evidence presented.
- 13.13 The compensation of the Arbitrator and his expenses incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay for the expenses of witnesses called by them. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a reporter to record the proceedings. The requesting party is responsible for the cost of the reporter and the transcript of the proceedings. If the opposite party timely requests a copy of the transcript at the hearing, the reporter and transcript costs will be equally split between the parties. If the opposite party does not request a copy of the transcript at the hearing they will be permitted an opportunity to

review the transcript at a mutually convenient time. The transcript will be the official and exclusive record of the hearing.

- 13.14 The decision or award of the Arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the Arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to applicable law.
- 13.15 Any Officer or Union policy grievance not appealed or processed strictly within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Company. Any grievance Step not answered by the Company within the time limits and in the manner set forth in each Step of the above procedure may be appealed directly to the next Step of the grievance process by the Union at any time within ten (10) business days of the Company's default.
- 13.16 No grievance shall be filed or processed if it concerns a matter occurring more than ten (10) business days before the Company or the affected Officer(s) knew or should have reasonably known that the events could result in the filing of an official grievance.
- 13.17 It is the specific intention of the parties that the grievance and arbitration procedures set forth herein are the exclusive and sole mechanism for the resolution of any grievances, disputes, disagreements or claims made under or related to this Agreement, with the exception of Company claims made as a result of a violation of Article 7 – No Strike/No Lockout. Each Step of the Grievance process must be followed unless there is written mutual consent of the parties.
- 13.18 Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.
- 13.19 In the event the parties settle any grievance prior to a final and binding determination by an Arbitrator, such settlement shall be on a non-precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non-precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.
- 13.20 The Company will provide copies of all disciplinary notices to the affected Officer and to the Union upon request.

ARTICLE 14 UNIFORMS

- 14.1 Uniforms and equipment shall be supplied where required by the Company, and replaced as necessary such as if the uniform is faded, torn, patches are peeling or any condition determined by management that would otherwise cause the Officer to appear

unprofessional. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except with the consent of the Company. The Company will maintain/repair uniforms and equipment as determined by management to include hemming, zipper repair and patch replacement.

- 14.2 The Company will provide an annual boot allowance in the amount of one hundred dollars (\$100.00) to be used for purchasing footwear meeting the Company's specifications. Footwear meeting the Company's specifications must be worn at all times. Said allowance shall be paid to Officers commensurate with their anniversary date.

ARTICLE 15 JUST CAUSE

- 15.1 Except where otherwise provided in this Agreement, where appropriate, the Company will adhere to concepts of Progressive Discipline, which it defines as the corrective process of applying penalties short of dismissal where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to immediately dismiss for serious offenses that cannot be condoned.
- 15.2 No Officer shall be disciplined or dismissed without Just Cause. The Company shall notify the Union, that the services of an Officer are no longer desirable, and that he has been disciplined or dismissed. Any Officer not granted a required security clearance by the Client shall be dismissed without recourse to grievance or arbitration procedures.
- 15.3 The following violations are representative only of the reasons that constitute Just Cause for immediate dismissal. The list of violations below is not an all-inclusive list:
- Dishonesty
 - The use, sale, possession or introduction into the facility of contraband
 - Any type of theft
 - Aiding or Abetting an escape
 - Insubordination
 - Fighting
 - Being under the influence of illegal drugs or alcohol
 - Leaving a duty post without being properly relieved
 - Inattention to post (sleeping, etc.)
 - Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations
 - Unnecessary or Excessive Use of Force
 - Failure to respond to an emergency

- Failure to obey lawful orders
- Failure to fully and truthfully participate in any facility investigation or attempt to obstruct a facility investigation
- Refusal to allow a search of themselves or their property
- Falsification of Company or Client records
- Unauthorized possession of Company, Client or other's property

15.4 The Company agrees to follow the guidelines for disciplinary offenses and penalties, as may be amended from time to time. These guidelines for progressive disciplinary are contained in GEO Corporate Policy 3.2.8, Progressive Discipline and include:

- a. Counseling
- b. Written Reprimand
- c. Final Reprimand
- d. Dismissal

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

- 15.5 If an Officer believes he was dismissed without Just Cause, he should notify the Local Union of his desire to file a grievance. Should the Union decide to file a grievance on behalf of the Officer they must notify the Company within ten (10) business days of the Officer receiving the notice of termination. Such grievance shall be filed beginning at Step-3 of the grievance procedure as outlined in Article-13.
- 15.6 Any Officer arrested for a felony or a misdemeanor that does not relate to a traffic violation, with the exception of DUI, will be placed on leave without pay pending resolution of any criminal prosecution stemming from the arrest. If the Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest; or the Officer is found guilty of the charges stemming from the arrest, then the Officer will be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 13 of this Agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay, but with no loss of seniority. The Company retains the prerogative to review the circumstances surrounding the arrest and based on its findings will take appropriate disciplinary action, if warranted.
- 15.7 An Officer interviewed concerning his discipline may request a Union representative be present during such interview. Nothing herein shall be construed to compel an Officer to have Union representation present. If an Officer requests Union representation, the Officer will not be required to respond to questions until the representative is present. Once the Union representative is present, questioning may begin and the Officer may confer with the Union representative regarding his responses. Although the Officer may

consult with the Union representative related to the issue at hand, the Company requires all interview responses come from the Officer.

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

ARTICLE 16 SAVINGS CLAUSE

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

ARTICLE 17 MANAGEMENT RIGHTS

- 17.1 Subject to the express provisions of this Agreement, management's rights include those listed in this Article as well as any rights that are usual and customary.
- 17.2 The management of the Company's operations and direction of the working forces, including, but not limited to: establish new jobs; abolish or change existing jobs; assign and change work duties and responsibilities; employ; promote; demote; train; transfer; lay off; recall; discipline, suspend or dismissal; determine the number of Officers necessary for any operation; determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain performance standards and methods; deploy the workforce within the facility in the manner it considers the most effective and efficient to meet the operational needs; determine the qualifications, efficiency and ability of Officers; maintain the efficiency of operations and Officers; determine services to be offered; determine the source of supply for all services, goods, or materials; institute technological changes or improvements in operations; use temporary Officers from third party providers, as long as it does not result in layoff or reduction of hours of bargaining unit members; transfer operations; decide the number and location of facilities; close a facility or a portion thereof; acquire, sell to or merge with other companies; require the taking of physical, mental, drug, or alcohol tests; require Officers to consent to a background and credit checks; require Officer's complete

cooperation in investigation of potential theft or fraud; and make and revise such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its Officers in respect of such operations as are deemed advisable, will be vested exclusively in the Company, subject only to such limitations as are specifically set forth in this Agreement.

- 17.3 The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

ARTICLE 18 NO FAULT ABSENTEEISM and LATE ARRIVAL

- 18.1 The procedure stated herein establishes a "no fault" point system to monitor the attendance of the Officers covered by this Agreement.
- 18.2 Prompt attendance on the job is an important part of the performance record each Officer builds from the day the Officer is hired. The success of an Officer depends in large measure on how well the Officer performs the job each day. The company is entitled to a reasonable degree of regularity in the attendance by all Officers, and disciplinary action is proper for failure to adhere to a reasonable attendance standard. The Company will focus particular attention on clear patterns of abuse, such as an unscheduled leave or "calling-out" in conjunction with days off, holidays, or vacation.
- 18.3 The Company recognizes there may be a reasonable absence due to a bona fide sickness or emergency situation, often beyond the control of the Officer, therefore this procedure allows for a number of "occurrences" before discipline is administered. For example, an "occurrence" is a single day of absence, or two or more consecutive days of absence.
- 18.4 Designed to work as a "no fault" procedure with a point system of attendance monitoring, this procedure will be consistently administered. The Officer's immediate supervisor is responsible to coach, guide and/or discipline, as appropriate, Officers who are excessively absent or late to work. Within the procedures and limitations of the CBA, the Company reserves the right to impose discipline where there is a clear pattern of misuse or intentional abuse.
- 18.5 A Rolling 6-month period is the applicable period of time within which occurrences are counted under the procedure. An Officer's record of points for absenteeism and late arrival occurrences will be tallied, tracked, trended and reported continuously through GEO's information systems.

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

3 Points ----- Coaching
 6 Points ----- Counseling
 8 Points ----- Written Reprimand
 10 Points ----- Final Written Reprimand
 12 Points ----- Dismissal

18.6 Absences for the following reasons will not add points to an Officer's record:

- a. Use of scheduled vacation time, sick leave or other scheduled leave time for doctor office appointments or medical procedure, as well as scheduled Long Term Illness time, which has been approved in advance by a supervisor. Note, however, that supervisors will question an Officer's time off when there is an apparent pattern of absences, i.e., going to the doctor every Monday or Friday, or at the beginning or end of the Officer's scheduled work week.
- b. Other authorized and approved leaves, including paid or unpaid Personal Leave, Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave and any other form of leave required by law.

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

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

Unscheduled Absence: 2 Points: An Officer who is absent from work and fails to notify their supervisor as soon as possible, less than two (2) hours before their scheduled reporting time is considered to have an unscheduled absence. Officers shall be responsible for providing their expected date of return to work during such notification. Each time an Officer is absent as an unscheduled absence the Officer will receive two (2) points for the unscheduled absence "occurrence". Multiple continuous days of absence for the same reason shall be considered one "occurrence". Officers will not be required to forfeit Vacation Time to compensate the Company for an unscheduled absence.

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

Late Arrival: 1 Point: The following reasons will add points to an Officer's record: An Officer is considered a late arrival if the Officer arrives at work and clocks in more than seven (7) minutes after the Officer's scheduled reporting time. For example, given

the rounding in the timekeeping system, if an Officer is required to begin a shift at 6:00 AM, they would be allowed to clock in no earlier than 5:53 AM and could clock in up to 6:07 AM, and either punch time would be rounded to 6:00 AM. Those Officers clocking in more than seven (7) minutes after their scheduled reporting time will receive one (1) point.

Exclusions: Late arrivals and absences that were the result of factors outside of the Officer's control will be handled by the Facility Administrator on a case by case basis. Examples of events outside of the Officer's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures and sudden severe weather such as a tornado. Examples of events that will not be considered outside of the Officer's control include, but are not limited to: heavy traffic, lack of transportation and weather such as heavy rain. In all cases, the Company will follow the requirements of the Family and Medical Leave Act and the Americans with Disabilities Act, as well as any other applicable law.

Early Arrival: 1 Point: A non-exempt employee is considered an early arrival if the employee arrives at work and clocks-in more than seven (7) minutes before the employee's scheduled reporting time.

- 18.8 As an incentive for perfect attendance, Officers have the opportunity to earn two Perfect Attendance Days per year. If an Officer does not accrue any points for a six (6) month period between January 1st and June 30th, or between July 1st and December 31st, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must notify their supervisor at least two (2) weeks in advance of taking any earned personal holiday.

ARTICLE 19 JURY DUTY

- 19.1 GEO will pay the regular, full-time Officers their pay for the days that the Officer is subpoenaed for jury duty or otherwise required to testify or participate in any legal action related to Company business, as determined by GEO. This pay will be comparable to the Officer's normally scheduled shift (8, 10 or 12 hour shifts in the case of hourly employees). The Officer must furnish a written statement from the appropriate public official listing dates, hours of service and pay received. The Officer is expected to report to work if excused from jury duty if there is four (4) hours or more remaining in their shift. Time absent due to court leave when subpoenaed or otherwise required to testify or participate in any legal action related to Company business shall be counted as time worked for the purpose of computing overtime.
- 19.2 Jury duty shall not be considered as time worked for the purpose of computing overtime.

- 19.3 Officers who are summoned for jury duty or required to testify in a legal action related to Company business, and who work morning watch (2200 hrs. – 0600 hrs.), will have their shift changed to 0900 hrs. – 1700 hrs. on the week they are required to attend the jury duty/legal proceeding. The Officer is expected to report to work if excused from jury duty/legal proceeding if there is four (4) hours or more remaining in their shift.

ARTICLE 20 BEREAVEMENT LEAVE

- 20.1 Upon the death of a full-time Officer's immediate family member, the Officer will be granted up to three (3) days leave with pay (five days leave with pay if the services are more than 300 miles away), not including the Officer's regular days off, in order for the Officer to make arrangements for and to attend the funeral.
- 20.2 For the purposes of this Article immediate family member is defined as an Officer's spouse, child, step-child, parents (including current in-laws), siblings (including current in-laws), grandparents and grandchildren.
- 20.3 Bereavement Leave shall not be considered as time worked for the purposes of computing overtime.
- 20.4 Upon the death of a qualifying person under Section 20.2, the Warden, or his or her designee, will consider, on a case-by-case basis, requests to extend Bereavement Leave through the use of available vacation time.

ARTICLE 21 HOLIDAY PAY

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

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

- 21.2 Officers who are required to work on the holiday will be paid for all hours worked on the holiday, plus holiday pay based on their regularly scheduled workday. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. Holiday Pay is not included as hours worked for the purpose of calculating overtime.

- 21.3 Officers will receive Holiday Pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.).
- 21.4 Part-time Officers will receive holiday pay on a prorated basis, based on the number of hours worked in the pay period prior to the holiday occurring.

ARTICLE 22 VACATION

- 22.1 During the term of this Agreement, the Company will grant paid vacation to all full-time Officers based on years of service. Years of Service is determined by the Officer's Anniversary Date. Part-time Officers receive vacation pay on a prorated basis as a part of their hourly rate.

Years Service

Annual Accrual

1. More than One (1) Year but less than 5 years	80 Hours
2. More than Five (5) Years but less than 10 years	120 Hours
3. More than Ten (10) Years but less than 15 years	160 Hours
4. Fifteen (15) Years and above	200 Hours

- 22.2 Vacation shall be awarded on the anniversary of the Officer's date of hire, in one lump sum. Officers must take vacation time within the twelve (12) month period following each anniversary of their date of hire. Any unused vacation time not taken within the twelve month period will be paid out. Officers cannot carry over vacation time from one anniversary year to the next.
- 22.3 Any unused vacation time that has been awarded shall be paid at the time of separation from employment with GEO.
- 22.4 If a designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday.
- 22.5 Vacation time shall not be considered as time worked for the purpose of computing overtime.
- 22.6 Except as provided in sections 22.2 and 22.3, Officers entitled to vacation will not be given pay in lieu thereof.
- 22.7 As noted in Article 12 (SHIFT BID), the parties agree to an annual vacation bid. Said bid will occur after the annual shift bid and will take effect on the same schedule as the annual shift bid. Officers shall be required to bid two (2) weeks of vacation (does not have to be two consecutive weeks) in union seniority order (Officers who have accrued

80 hours of vacation will only be required to bid 1 week). Once all Officers have had an opportunity to bid vacation, those Officers with additional vacation time (i.e. 160-200 hours of accrued vacation), shall bid again in two week increments (1 week for those with 160 hours). In all cases, Officers will be able to maintain one (1) week of unscheduled vacation. Scheduled vacation may be cancelled; however, the Officer shall immediately select an available alternative week. In the event there are no available weeks, the Officer must take his or her scheduled vacation or it shall be paid out in accordance with Article 22.2 (in other words, the cancelled vacation must be paid out and is not available for use).

- 22.8 Officers may use their unscheduled vacation time to cover absences due to their own illness or injury, or any other absence covered under Article 25 (Paid Sick Leave) if they have insufficient hours of sick leave.
- 22.9 Officers with serious illnesses or injuries (or serious illnesses or injuries of immediate family members) may use scheduled vacation time after they exhaust all available sick leave and unscheduled vacation time with the Warden's approval.

ARTICLE 23 401(k) PLAN

- 23.1 All Officers are eligible to participate in the Company 401(k) and profit sharing savings plan as may be amended from time to time by the Company to ensure that the benefits are the same for all GEO Group Officers.
- 23.2 The Company will match 50% of the Officer's salary deferrals up to the first 5% of salary deferred (maximum matching contribution is 2.5% of salary).

ARTICLE 24 WAGES

- 24.1 Listed below are the Hourly Rates and the Health & Welfare Hourly Rate for covered Officers by this Agreement at the D Ray James Correctional Facility.
- A. The rates listed below are currently in effect.

Category	Hourly Rates
Correctional Officers	\$15.87
Health and Welfare	\$4.13

- B. CERT Officers shall receive premium pay of \$23.08 per pay period. Officers are only eligible to receive one premium rate under this section.
- C. Should the Wage Determination Hourly Rate or the Health and Welfare rate change during the term of this Agreement the Company and the Union agree to reopen negotiations with regards to Wages or the Health & Welfare rate provided for in this agreement. Should any revised wage determination hourly rate be less than the hourly rates listed above, the hourly rates listed above shall prevail.
- D. Any negotiated changes as a result of any revised Wage Determination will only become effective on the Client Contract Date once each year of the Agreement as incorporated by the Client into the Operations and Management Contract.
- 24.2 Officers shall receive the Health & Welfare hourly rate of \$4.13 per hour (based on 2080 hours per year) as a part of their wages. Officers may elect to voluntarily participate in the Company's benefits plans the costs of which will be explained in detail to each Officer. Should Officers elect not to participate in the company's benefit plans the amount of the Health and Welfare hourly rate will continue to be paid directly to the Officer in the form of wages and be reflected on their paychecks. Should an Officer choose to participate in the Company's benefit plans on a limited basis (for example taking dental or vision insurance only) any cost of the plans will be subtracted from the Health and Welfare hourly rate, with any remaining funds continuing to be paid in the form of wages.

ARTICLE 25 PAID SICK LEAVE

- 25.1 Executive Order 13706, establishing Paid Sick Leave applies to this collective bargaining agreement subject to the Service Contract Act for which the client contract is awarded. As such, GEO shall provide Officers with one (1) hour of paid sick leave for every thirty (30) hours they work, up to fifty-six (56) hours of paid sick leave each year. Officers are permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventative care; to assist a family member (or person who is like family to the Officer) who is ill, injured, or has other health related needs, including preventative care; or for reasons resulting from, or to assist a family member (or person who is like family to the Officer) who is a victim of domestic violence, sexual assault, or stalking. Additional information regarding this Executive Order is available at www.dol.gov/whd/govcontracts.
- 25.2 Effective November 18, 2017, the Company shall front load twenty-four (24) hours of paid sick leave. Officers shall continue to accrue the balance of fifty-six (56) hours of paid sick leave as defined in Article 25.1. The front loading of hours shall only occur on November 18, 2017.

- 25.3 The accrual year begins on November 18, 2017 and ends on November 17 each year.

ARTICLE 26
HEALTH INSURANCE AND BENEFITS

- 26.1 Effective the first day of the month coincident with or following 30-days of employment, full-time Officers may elect to enroll in:

- a. The Company's Group Health Insurance Plans, plan with optional family coverage.
- b. Flexible Spending Accounts

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

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

- 26.3 The Company reserves the exclusive right to make or modify HEALTH AND WELLNESS benefits at any time during the life of this Agreement. The Company also reserves the exclusive right to modify the choice of service providers.

- 26.4 The Company shall discuss with the Union any changes or modifications to the Health and Wellness benefits prior to implementation or open enrollment.

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

- 26.6 Employee Assistance Program

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

Human Resources. The EAP is available for Officers and their families. All information, whether voluntary or required by management, is strictly confidential.

ARTICLE 27

WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

- 27.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; all such subjects were discussed and negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunity.
- 27.2 This Agreement supersedes any previous agreements, rules, regulations or customs governing the Company, its employees and the Union. The parties agree that they will not be bound by any past understandings or practices adopted by them or by other companies in the Company's industry unless those understandings or practices are agreed to in writing or incorporated in writing in the terms of this Agreement. Arbitration decisions and grievance procedure settlements rendered or reached concerning any other companies in the Company's industry shall not be considered as precedent under this Agreement and cannot be introduced as evidence or received into the record of any grievance proceeding or arbitration conducted under this Agreement.
- 27.3 Any changes in this Agreement, whether by addition, waiver, deletion, amendments or modifications, must be reduced to writing and executed by both the Company and the Union.

ARTICLE 28

OUTSIDE EMPLOYMENT

- 28.1 All Officers employed at the facility must obtain written approval from the Warden prior to becoming committed to Secondary Employment. Such approval will not be unreasonably withheld nor will it be arbitrary or capricious. Secondary Employment must not interfere with required duties or expectations, directly or indirectly create a conflict of interest or a situation that would be prohibited by State or Federal Law. Officers who are approved for Secondary Employment must advise their secondary employer that they (the Officer) are expected to respond without delay to emergency situations that occur at the Facility.
- 28.2 Any Officer who violates any provision of this Article may be subject to discipline in accordance with Article 14.

**ARTICLE 29
DRUG AND ALCOHOL TESTING**

- 29.1 The Union collectively and its members individually recognize the sensitive nature of the Company's business. As such, each recognizes that maintaining a drug and alcohol-free work place is essential to the safety and security of all Officers, the general public, the inmates and the institution.
- 29.2 The Union collectively and the members individually agree that the Company has the right to implement policies and procedures related to drug and alcohol testing and that these policies may include provisions for both cause and prevention testing.
- 29.3 Drug testing includes provisions for testing for Cause and Prevention. Procedures are found in GEO Policy #3.2.6 and 3.2.6-A, Drug Free Workplace. The Company may amend this policy from time to time.
- 29.4 When the Company has a "reasonable" suspicion to believe that an Officer is in violation of Company Rules of Conduct related to the use of alcohol or drugs, the Warden or his designee may require the Officer to submit to an alcohol and/or drug test. Procedures are established in GEO Policy #3.2.6 and 3.2.6-A, Drug Free Workplace.
- 29.5 If an Officer refuses to submit to a drug screening or alcohol test, the Officer shall be warned that such refusal constitutes grounds for immediate dismissal and then be allowed an opportunity to submit to the testing as though the Officer had originally complied with the order.
- 29.6 The Union collectively and the members individually agree that drug testing policies or regulations of the Company, Client or other regulating authority are subject to review and change. Changes made by the Company, Client or other regulating agencies will be binding on the parties to this Agreement. Changes will be communicated to the Union prior to implementation.

**ARTICLE 30
DURATION**

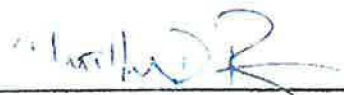
Except as otherwise provided herein, this Agreement becomes effective on November 18, 2017, and shall continue in force and effect until midnight November 17, 2020, and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the

Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.


IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals, and caused this instrument to be clearly executed this 18th day of November 2017.

GEO Corrections and Detention, LLC (GEO)


International Union, Security, Police and Fire Professionals of America (SPFPA)
And its Amalgamated Local 469



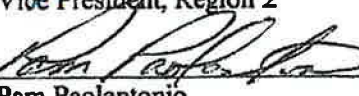
Christopher D. Ryan
Executive Vice President, HR



Rick O'Quinn
Vice President, Region 2



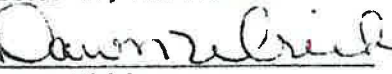
Tracy Johns
Warden




Pam Paolantonio
Local 469, President



Roger Gillis
Local 469, Vice President



Dawn Ulrich
Local 469, Financial Secretary



Amber Carter
Local 469, Chief Steward

Exhibit D
Contract Modification 53, Incorporated Collective Bargaining Agreement



AGREEMENT

BETWEEN

**THE GEO GROUP, INC.
(GEO)**

and the

**INTERNATIONAL UNION, SECURITY, POLICE
AND FIRE PROFESSIONALS OF AMERICA
(SPFPA)**

thereof representing the

Correctional Employees

Located at

D RAY JAMES CORRECTIONAL FACILITY

FOLKSTON, GEORGIA

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PREAMBLE

THIS AGREEMENT is entered into this 30th day of May, 2014, by and between The GEO Group, Inc. (GEO), hereinafter referred to as the “Company,” and the International Union, Security, Police and Fire Professionals of America (SPFPA), hereinafter referred to as the “Union.”

The GEO Group, Inc. manages the D Ray James Correctional Facility in Folkston, Georgia, hereinafter referred to as the “Client”. As the management agent for the Contract Agency (s), the terms of this document are governed by Company’s contract (s) and the standards established by the Client.

WITNESSETH

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

ARTICLE 1 RECOGNITION AND PURPOSE

- 1.1 The Company recognizes the International Union, Security, Police and Fire Professionals of America (S.P.F.P.A.) as the exclusive collective bargaining representative for all full-time and regular part-time Correctional Officers, performing guard duties as defined in section 9(b)(3) of the National Labor Relations Act, as amended, employed by the Company at the D Ray James Correctional Facility, as listed in the NLRB Certification in Case Number 12-RC-097792 and excludes all other employees, including office clerical employees, professional employees, supervisors, and other employees as defined in the National Labor Relations ACT, as amended.
- 1.2 For the purpose of this Agreement, the term “Officer” or “Officers” designates only such Officers as are covered by this Agreement.
- 1.3 It is the purpose of this Agreement to promote and expand harmonious relationships between the Company and Officers represented by the Union to provide, where not inconsistent with Client rules and regulations, applicable state and federal laws and regulations required by any agency having jurisdiction over the Operations and Management Contract or Personnel Rules, for the salary structure, fringe benefits, and employment conditions of the Officers covered by this Agreement. It is recognized that a harmonious relationship can best be achieved by open dialogue, timely resolution of differences, and negotiating in good faith. Both parties agree that they share the responsibility to provide uninterrupted service to the Client.

- 1.4 The parties acknowledge that during the negotiations, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- 1.5 It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss, or in the loss of normal hours to permanent Officers coming under this agreement while the supplementary force is being utilized.

ARTICLE 2 UNION SECURITY

- 2.1 Officers may freely choose to exercise their right by becoming a member of the Union or refrain from doing so as established by the National Labor Relations Act, as amended, Federal or State law; and this article.
- 2.2 The Union agrees to indemnify and hold the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security Article.

ARTICLE 3 NON-DISCRIMINATION

- 3.1 The Company has the right to promulgate policies, reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment. These policies, reporting requirements and procedures will, at a minimum, meet those required by the State of Georgia and Federal laws and regulations.
- 3.2 Neither the Company nor the Union shall discriminate against any Officer by reason of the following status: age, sex "except where age or sex is a bona fide occupational qualification", race or ethnic origin, color, national origin, religion, genetic information, disability, disabled or Vietnam era veteran, political affiliation, marital status, sexual orientation or membership or non-membership in a union.

- 3.3 The use of any male pronoun in this Agreement is a generic reference.

ARTICLE 4 HOURS OF WORK AND OVERTIME

- 4.1 For payroll purposes the normal work week shall commence at 12:01 AM on Monday and ends at 11:59 PM on Sunday. It is understood that the description of a “normal work week” does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system.
- 4.2 The Company shall pay overtime at the rate required by federal and state law. Overtime is based only on actual hours worked within the workweek. The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.
- 4.3.1 The parties agree that the ability to work overtime is an essential function of both full-time and regular part-time Officers. Officers will be required to work a reasonable amount of mandatory overtime. An Officer may sign up to volunteer for advanced overtime in the Captain’s office. If more than one (1) Officer signed up for the overtime opportunity the Officer with least overtime worked will be awarded the assignment. In the event two or more Officers worked the same amount of overtime, the most senior Officer will be awarded the assignment. Once an Officer works the overtime assignment, their name shall be moved to the bottom of the mandatory overtime list. Short notice overtime shall be first offered as voluntary overtime. The Shift Captain shall ask for volunteers; if no one volunteers the assignment shall be filed as mandatory overtime. Once an Officer works the assignment, their name shall be moved to the bottom of the mandatory overtime list. The mandatory overtime list will be maintained in front entry, and updated on Monday, Wednesday, and Friday. An Officer may refuse one (1) mandatory overtime assignment per quarter without discipline but will remain at the top of the mandatory overtime list. Mandatory overtime applies to all correctional officers, and will only move to the bottom of the list after working a minimum of four (4) hours.
- 4.4 Officers shall remain on duty until properly relieved by another Officer. Refusal to remain on duty until properly relieved may result in disciplinary action. Refusal to obey an order, instruction, or request given by a security supervisor may result in disciplinary action.
- 4.5 Supervisory and other employees shall not perform the duties of Officers covered by this Agreement except under the following conditions:

- a. When such work is necessary for instruction and/or training purposes without relieving the Officer from duties.
- b. To provide comfort, meal or emergency relief of Officers when other qualified Officers are not readily available

ARTICLE 5 CALL-IN AND REPORTING PAY

- 5.1 Officers are required to report for work at their scheduled starting times. Because a failure to report on time can cause delays in filling the requirements for shift coverage, this may cause supervisors to attempt to find replacements and places a hardship on other Officers. Failing to report to work on time may result in progressive discipline as outlined in Article-14.
- 5.2 Officers are required to call the on-site Shift Supervisor, a minimum of two (2) hours prior to the start of the scheduled shift, if they are unable to work their scheduled shift unless unable to do so due to a verifiable emergency situation. The failure to call a minimum of 2-hours prior to the start of the shift constitutes a violation and may result in progressive discipline as outlined in Article-14.
- 5.3 Officers who fail to report for duty at least two (2) consecutively scheduled workdays without notifying the Shift Supervisor or higher authority will be considered as having voluntarily abandoned their position and their employment will be terminated. This is an administrative action and does not fall under the guidelines listed in Article-14.
- 5.4 An officer who reports for work at his regular starting time or has been called in to work and has not been advised either orally or in writing not to report shall receive a minimum of four (4) hours work or four (4) hours pay at the appropriate hourly rate.
- 5.5 The provisions of Section 5.4 above shall not apply if the Company is unable to advise the officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.

ARTICLE 6 LEAVES OF ABSENCE

- 6.1 GEO provides leaves of absences in accordance with all applicable federal and state laws i.e., FMLA, Military leaves, etc. The protocol for such leaves can be found in the Employee Handbook or by contacting the facility Human Resources Department.

ARTICLE 7
NO STRIKE/NO LOCKOUT

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

ARTICLE 8
COMPANY REGULATIONS

- 8.1 The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or Client, and that failure to do so may be cause for discipline.
- 8.2 Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.

- 8.3 The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement.
- 8.4 Typically all work rules that could result in discipline are contained in the Employee Handbook, the Collective Bargaining Agreement, Post Orders, internal memoranda or other means, i.e., posted notices, shift briefing information, etc. Should there be any work rules contained in facility policy, the Company will provide Officers reasonable access to all facility policies for which they could be disciplined or that contain information related to their jobs or the Company, except those policies that are considered privileged, confidential or sensitive by the Company, its client or the appropriate American Correctional Association standards.
- 8.5 The Union recognizes the principle of management responsibility, and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's Client and the requirements of the particular job.

ARTICLE 9 UNION REPRESENTATIVES AND ACCESS TO FACILITY

- 9.1 Duly authorized representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that no interview shall be held during rush hours or interrupt operations or disrupt or interfere with the duties of any Officer. Rush Hours include, but are not limited to, count times, meal periods, major turnouts, shift changes, or other times when there is major inmate or staff movement or during an emergency situation. Union representatives and Officers of the Local may contact Shift Stewards during working hours by telephone for the purpose of conducting Union business, provided that permission to do so has first been received from the Senior Warden or his designee.
- 9.2 Access to the facility after normal business hours (8:00 AM – 4:30 PM) will require prior approval from the Senior Warden or his designee.
- 9.3 It is mutually understood that access to the facility is governed by Client rules, and is subject to applicable Client restrictions, and these rules and restrictions must be followed. Any representative of the International Union (or other Union representative) requesting access to the facility must obtain proper clearance from the Client.
- 9.4 The representative of the Union shall contact the Senior Warden, or his designee, then present themselves at the facility and inform the Senior Warden, or his designee, of the circumstances of the visit. To the extent practicable the Union will provide the Senior Warden with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article.

- 9.5 The Union shall inform the Company in writing of the names of its Officers, Regional Director, International Representatives, Chief Steward and Shift Stewards who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.
- 9.6 The Company shall provide a Bulletin Board for use by the Union with the understanding the Union shall not post nor distribute any letters, handbills, or notices etc., elsewhere on the site. Bulletin Board postings shall not contain any partisan political literature, offensive or derogatory language, signs or symbols related to the Company, the Client, visitors, other staff or any other individual or organization. Bulletin Board postings will be limited to:
- a. Notices of Recreational-Social Events
 - b. Notice of Union Elections
 - c. Notice of Results of Union Elections
 - d. Notice of Union Meetings
 - e. Notices of Other "Official" Union Business
- 9.7 The Union may designate one (1) Officer as a Chief Steward. Additionally, the Union may designate two (2) Officers per shift to act as Shift Stewards. Each shift may have one (1) alternate, who shall function as the Shift Steward only when the regular Shift Steward is absent or unavailable. Shift Stewards and Alternates shall in each case be an Officer with Seniority and who regularly works the shift to which they are assigned. The local Union will keep the Company currently advised in writing of the identity of the Shift Stewards and their alternates, as well as the identity of the local Union officials. Only Officers named by the local Union as currently holding any of the above positions will be recognized by the Company as representing the Union.
- 9.8 No Chief Steward, Shift Steward, alternate Shift Steward, or any other local Union Officer may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.
- 9.9 No Chief Steward, Shift Steward, alternate Shift Steward or other Union Officer shall cause an Officer to leave their assigned post without first notifying the Shift Supervisor and receiving proper authorization.
- 9.10 The Union recognizes that representation of Officers is not meant to circumvent the normal relationship between Supervisor and Officer as it pertains to discussions and counseling. The right to Union representation shall not apply to conversations between an Officer and the Supervisor for the purpose of giving instructions concerning work performance, providing training or retraining or non-disciplinary correction of work habits or techniques.

ARTICLE 10
DUES CHECK OFF

- 10.1 Subject to the limitations of any state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by a member of the Union covered by this Agreement, the Union membership dues and initiation fees uniformly levied by the Union in accordance with said Union's constitution and by-laws, of each member of the Union who has in effect at that time a proper authorization card executed by the Officer, authorizing the Company to make such deductions. A minimum of fifteen (15) workdays prior to the first deduction, the Union will advise the Company of the exact dollar amount due from each Officer.
- 10.2 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the Secretary-Treasurer of the International Union SPFPA no later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by the Company.
- 10.3 The check-off authorization card to be executed and furnished to the Company by the Union and the Officers shall be the official Union authorization for check-off of dues. The Company shall accept no other form, unless the substitute is mutually agreed upon by the parties.
- 10.4 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the Officer any deduction erroneously or illegally withheld from an Officer's earnings by the Company, which has been transmitted to the Union by the Company.
- 10.5 No deduction of Union dues will be made from the wages of any Officer who has executed a check-off form and has been transferred to a job not covered by this agreement or who is not in a pay status.
- 10.6 Anytime there is a change in the deduction authorization the Company will have a minimum of fifteen (15) workdays to put the change into effect.
- 10.7 An Officer who has executed a check-off form and who resigns or is otherwise dismissed from the employ of the Company shall be deemed to have automatically revoked his assignment, and if the Officer is recalled or re-employed, further deduction of Union dues will be made only upon execution and receipt of a new check-off form.
- 10.8 Collection of back dues owed at the time of starting deductions of any Officer, and collection of dues missed because the Officer's earnings were not sufficient to cover payment for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.

- 10.9 Deduction of membership dues shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Officer or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the Officer's last day of work occurs.
- 10.10 The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.
- 10.11 Solicitation of Union membership or collection or checking of dues will not be conducted during working time. The Company agrees not to discriminate in any way against any Officer for Union activity, but such activity shall not be carried out during working hours except as specifically allowed by the provisions of this Agreement.
- 10.12 An Officer may terminate a Union dues allotment by following the procedures outlined on the official dues authorization form.

ARTICLE 11 SENIORITY

- 11.1 For the first three (3) months worked following successful completion of facility pre-service training and orientation, an Officer shall be regarded as probationary and shall have no seniority. Probationary Officers may be disciplined or dismissed without recourse to the grievance procedure. Officers dismissed during their probation do not have any rights under this Agreement. However, Probationary Officers shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to promotions, transfers, layoffs or dismissal. The Company may, upon written notification to the Union, at its discretion, extend an Officer's probation, for additional 30 days. One additional 30 day extension may be granted with written notice to and consent from the Union.
- 11.2 Employees who have lost seniority as set forth in Section 11.6 of this Article, and employees who terminate or leave the bargaining unit prior to completion of the probationary period shall be required, upon rehire or reentry into the bargaining unit, to serve the probationary period again.
- 11.3 After completion of the probationary period an Officer's seniority under this Agreement shall revert to the Officer's date of hire at the D Ray James Correctional Facility. Seniority of Officers who start work on the same date shall be determined by the last four digits of the Officer's social security number. The lower number will be the most senior. Seniority is defined as the length of continuous service with the D Ray James Correctional Facility.

- 11.4 Seniority under this Agreement will have no influence on promotions or advancement within the Company. The benefits of seniority are limited to those specifically mentioned in this Agreement.
- 11.5 The Company agrees to prepare an updated site seniority list of Officers covered by this Agreement quarterly, a copy of which will be furnished to the Union, if requested.
- 11.6 Officers will lose their seniority, and shall be dismissed for any of the following:
- a. Is laid off for more than 12-months;
 - b. Absent due to illness or injury for more than six (6) months, or length of employment, whichever is less. Absences taken pursuant to the applicable federal or state laws are exempt under this provision;
 - c. Dismissed for Just Cause
 - d. Gives a false reason for a leave of absence or engages in other employment during such leave;
 - e. Fails to meet qualification/re-qualification requirements in accordance with the Company, the Client or other Governmental Agency's regulations having jurisdiction;
 - f. Fails to obtain or maintain a security clearance;
 - g. Fails to return from layoff upon recall as provided below;
 - h. If the Officer voluntarily resigns or retires; or
 - i. If the Officer is convicted of a felony or a misdemeanor that does not relate to a traffic violation, with the exception of DUI.
- 11.7 Layoff and recalls from layoff will be made on the basis of seniority. Officers acting as President or Vice President of the Local shall not be laid off provided that work, which they are qualified for and willing to perform is available in their present Classification. Stewards will be laid off and recalled from layoff on the same basis as provided for other Officers except that in the event a unit or shift is deactivated and is later reactivated, the Stewards shall be the first Officers to be recalled to that unit or shift, provided work which they are qualified and willing to perform is available. Positions requiring "special training or skills" will be exempt from the seniority process (Transportation Officers and Armory/Locksmith Officer).
- 11.8 Laid-off Officers shall have callback rights for a period of twelve (12) months or length of employment whichever is less, and shall retain their accumulated seniority as of the date of layoff.
- 11.9 In case of re-employment, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. In the event a former Officer so notified fails to report for work within five (5) calendar days after receipt of such notice, his seniority shall be terminated.

- 11.10 It will be the responsibility of the laid-off Officer to keep the Company notified of any change of address, and current phone number.
- 11.11 An Officer who is activated or drafted or who volunteers for military service in the armed forces of the United States, shall accumulate full seniority during the term of such service, provided such veterans are honorably discharged from active duty and apply for reemployment as an Officer within 90 days after such discharge from military service, provided the Officer still meets all eligibility requirements. The above is limited to a 6 year period; however, in time of war there will be no limit.
- 11.12 An Officer who is or has been transferred from the bargaining unit shall cease to accumulate seniority. If the Officer returns to the bargaining unit within six (6) months he shall retain the seniority he had at the time he transferred out of the bargaining unit.

ARTICLE 12 GRIEVANCE PROCEDURE AND ARBITRATION

- 12.1 The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as an alleged violation of a specific term or provision of this Agreement. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. This grievance procedure is not intended for complaints of harassment or discrimination as referenced in the Employment Handbook and Corporate Policy.
- 12.2 It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in process, an Officer seeks resolution of the matter in any other forum, whether administrative or judicial, the Company shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure.
- 12.3 An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint. The investigation may include but is not limited to: conducting interviews, having Officers prepare written statements, review records, etc.

- STEP 1 The grievant and/or grievant's Steward or Union representative shall meet with the grievant's Chief of Security or his designated representative within ten business days (excluding weekends and holidays) after the actions giving rise to said grievance occurred, became known or should have become known to the Officer or Union. The Chief of Security or his designated representative shall render his response to the grievant or the grievant's Steward within ten business days (excluding weekends and holidays) of this meeting.
- STEP 2 If the grievance is not settled in STEP 1, then the Union shall reduce the grievance to writing, and submit it to the Assistant Warden or his designated representative within ten business days (excluding weekends and holidays) after the STEP 1 answer was given or was due. The Assistant Warden or his designated representative shall meet within ten business days with the grievant's Steward or Union representative in an attempt to resolve the grievance. Every written grievance shall be filed on an authorized SPFPA Grievance Form and specify: (a) the date of the alleged violation; (b) all relevant facts; (c) the issue; (d) the contract provision(s) allegedly violated; (e) witnesses to the alleged violation; and (f) the remedy or relief sought. The Assistant Warden shall render a written answer to the grievance within ten business days (excluding weekends and holidays) of the STEP 2 meeting.
- STEP 3 If the grievance is not settled in STEP 2, then the Union shall appeal the grievance to the Warden or his designee, within ten business days (excluding weekends and holidays) after the STEP 2 answer was given or due. The Warden or his designee shall meet with the Union's designated representative within ten working days in an attempt to resolve the grievance. The Warden shall render a written answer to the grievance within ten business days following the STEP 3 meeting.
- STEP 4 If the grievance is not settled at Step 3, then within ten business days (excluding weekends and holidays) from the Company's Step 3 answer, the Union's Regional Vice President or his designated representative shall have the opportunity to discuss the merits of the grievance with the Company's Eastern Region Vice President or his representative. The Eastern Region Vice President or his representative shall render a written answer to the grievance within 30 calendar days following this discussion. Nothing in this Article shall compel the Union's Regional Vice President or his designated representative to utilize the opportunity to discuss the grievance with the Company's Eastern Region Vice President. If Step 4 is not utilized by the Union's Regional Vice President or his designated representative he may advance the grievance to arbitration within thirty (30) calendar days of the Company's Step 3 answer.

- STEP 5 **Arbitration**: If the grievance is not settled at Step 3 or Step 4, the party advancing the grievance may submit the matter for arbitration within thirty (30) calendar days after the Step 3 or Step 4 answer was given or was due. Before any issue is considered for Arbitration, a grievance must be processed at each step of the grievance procedure
- 12.4 Only those grievances which have been processed in strict accordance with the requirements of the above paragraphs and have gone through each Step of the grievance process shall be processed to arbitration in accordance with the procedures and limitations described herein.
- 12.5 Officers have the right to have a Union representative present during each step of the grievance process. It is understood between the parties that the local Union President, Vice President (or their designee), Shift Steward or alternate may act as the representative in question.
- 12.6 As referenced in this Article, business days do not include Saturday, Sunday or Holidays.
- 12.7 The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted at each step of the grievance process or if unresolved grievances should be submitted for arbitration. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purpose of this section.
- 12.8 The Arbitrator shall be selected from a panel of seven (7) proposed arbitrators, submitted by the Federal Mediation and Conciliation Services. The party requesting arbitration shall be responsible for contacting the FMCS to obtain the list. If the two parties cannot agree on an arbitrator during the review of the original list, a second list of prospective arbitrators may be requested from the FMCS. If the parties still cannot agree on an arbitrator then the strike method will be used on the second list. The party requesting arbitration will strike the list first.
- 12.9 Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated, but only with mutual consent of the parties. No grievance filed after the termination of this Agreement shall be arbitrable.
- 12.10 The arbitrator shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall neither add to, subtract from, modify or alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted and is prohibited from using any standard not specifically specified in this Agreement, including but not limited to notions of industrial standards.

- 12.11 No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay. In the event an Officer is awarded back pay as a result of an arbitrator's ruling, deducted from the award will be any amounts received by the Officer for unemployment compensation and interim earnings, as well as any amounts which could have been earned through reasonable efforts by the employee to mitigate. In no event may the arbitrator enter a monetary award for any item other than lost wages. The Arbitrator shall not have the power to award punitive or exemplary damages, attorney's fees, or any other form of non wage damages.
- 12.12 Should either of the parties fail to attend the hearing as agreed, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision, and award on the basis of only the evidence presented.
- 12.13 The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne by the losing party. If there is no prevailing party, the arbitration costs shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay for the expenses of witnesses called by them. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a reporter to record the proceedings. The requesting party is responsible for the cost of the reporter and the transcript of the proceedings. If the opposite party timely requests a copy of the transcript at the hearing, the reporter and transcript costs will be equally split between the parties. If the opposite party does not request a copy of the transcript at the hearing they will be permitted an opportunity to review the transcript at a mutually convenient time. The transcript will be the official and exclusive record of the hearing.
- 12.14 The decision or award of the arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to applicable law.
- 12.15 Any Officer or Union policy grievance not appealed or processed strictly within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Company. Any grievance step not answered by the Company within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to the next step of the grievance process by the Union at any time within ten (10) work days of the Company's default.

- 12.16 No grievance shall be filed or processed if it concerns a matter occurring more than ten (10) work days before the Company or the affected Officer(s) knew or should have reasonably known that the events could result in the filing of an official grievance.
- 12.17 It is the specific intention of the parties that the grievance and arbitration procedures set forth herein are the exclusive and sole mechanism for the resolution of any grievances, disputes, disagreements or claims made under or related to this Agreement, with the exception of Company claims made as a result of a violation of Article 7 – No Strike/No Lockout. Each Step of the Grievance process must be followed unless there is written mutual consent of the parties.
- 12.18 Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.
- 12.19 In the event the parties settle any grievance prior to a final and binding determination by an arbitrator, such settlement shall be on a non precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.
- 12.20 The Company will provide copies of all disciplinary notices to the affected Officer or upon request to the Union.

ARTICLE 13 UNIFORMS

- 13.1 Uniforms and equipment shall be supplied where required by the Company, and replaced as necessary. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except with the consent of the Company.
- 13.2 Uniforms, equipment, and other Company issued items remain the property of the Company and must be returned upon separation, or instead the Officer must pay eighty percent (80%) replacement cost for uniform items and pay one hundred percent (100%) of replacement cost of unreturned equipment.

ARTICLE 14 JUST CAUSE

- 14.1 Except where otherwise provided in this Agreement, where appropriate, the Company will adhere to concepts of Progressive Discipline, which it defines as the corrective process of applying penalties short of dismissal where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to immediately dismiss for serious offenses that cannot be condoned.
- 14.2 No Officer shall be disciplined or dismissed without just cause. The Company shall notify the Union, that the services of an Officer are no longer desirable, and that he has been disciplined or dismissed. Any Officer not granted a required security clearance by the Client shall be dismissed without recourse to grievance or arbitration procedures.
- 14.3 The following violations are representative only of the reasons that constitute Just Cause for immediate dismissal. The list of violations below is not an all inclusive list:
- Dishonesty,
 - The use, sale, possession or introduction into the facility of contraband,
 - Any type of theft,
 - Aiding or Abetting an escape,
 - Insubordination,
 - Fighting,
 - Being under the influence of illegal drugs or alcohol,
 - Leaving a duty post without being properly relieved,
 - Inattention to post (sleeping, etc.),
 - Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations.
 - Unnecessary or Excessive Use of Force,
 - Failure to respond to an emergency,
 - Failure to obey lawful orders,
 - Failure to fully and truthfully participate in any facility investigation or attempt to obstruct a facility investigation,
 - Refusal to allow a search of themselves or their property.
 - Falsification of Company or Client records.
 - Unauthorized possession of Company, Client or other's property.
- 14.4 The Company agrees to follow the guidelines for disciplinary offenses and penalties, as may be amended from time to time. These guidelines for progressive disciplinary are contained in GEO Corporate Police 3.2.8, Progressive Discipline and include:
- a. Counseling
 - b. Written Reprimand

**ARTICLE 15
SAVINGS CLAUSE**

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

**ARTICLE 16
MANAGEMENT RIGHTS**

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

right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

ARTICLE 17
NO FAULT ABSENTEEISM and TARDINESS

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

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

3 Points ----- Coaching
6 Points ----- Counseling

8 Points ----- Written Reprimand
 10 Points ----- Final Written Reprimand
 12 Points ----- Dismissal

17.6 Absences for the following reasons will not add points to an Officer's record:

- a. Use of scheduled vacation time, sick leave or other scheduled leave time for doctor office appointments or medical procedure, as well as scheduled Long Term Illness time, which has been approved in advance by a supervisor. Note, however, that supervisors will question an Officer's time off when there is an apparent pattern of absences, i.e., going to the doctor every Monday or Friday, or at the beginning or end of the Officer's scheduled work week.
- b. Other authorized and approved leaves, including paid or unpaid Personal Leave, Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave and any other form of leave required by law.

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

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

Unscheduled Absence: 2 Points: An Officer who is absent from work and fails to notify their supervisor as soon as possible, less than two (2) hours before their scheduled reporting time is considered to have an unscheduled absence. Officers shall be responsible for providing their expected date of return to work during such notification. Each time an Officer is absent as an unscheduled absence the Officer will receive two (2) points for the unscheduled absence "occurrence". Multiple continuous days of absence for the same reason shall be considered one "occurrence". Officers will not be required to forfeit Vacation Time to compensate the Company for an unscheduled absence.

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

Late Arrival: 1 Point: The following reasons will add points to an Officer's record: An Officer is considered a late arrival if the Officer arrives at work and clocks in more than seven (7) minutes after the Officer's scheduled reporting time. For example, given the rounding in the timekeeping system, if an Officer is required to begin a shift at 6:00 AM, they would be allowed to clock in no earlier than 5:53 AM and could clock in up to 6:07 AM, and either punch time would be rounded to 6:00 AM. Those Officers clocking in more than seven (7) minutes after their scheduled reporting time will receive one (1) point.

Exclusions: Late arrivals and absences that were the result of factors outside of the Officer's control will be handled by the Facility Administrator on a case by case basis. Examples of events outside of the Officer's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures and sudden severe weather such as a tornado. Examples of events that will not be considered outside of the Officer's control include, but are not limited to: heavy traffic, lack of transportation and weather such as heavy rain. In all cases, the Company will follow the requirements of the Family and Medical Leave Act and the Americans with Disabilities Act, as well as any other applicable law.

Early Arrival: 1 Point: A non-exempt employee is considered an early arrival if the employee arrives at work and clocks-in more than seven (7) minutes before the employee's scheduled reporting time.

- 17.8 As an incentive for perfect attendance, Officers have the opportunity to earn two Perfect Attendance Days per year. If an Officer does not accrue any points for a six (6) month period between January 1st and June 30th, or between July 1st and December 31st, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must notify their supervisor at least two (2) weeks in advance of taking any earned personal holiday.

ARTICLE 18 JURY DUTY

- 18.1 GEO will pay the regular, full-time employees their pay for the days that the employee is subpoenaed for jury duty or otherwise required to testify or participate in any legal action related to company business, as determined by GEO. This pay will be comparable to the employee's normally scheduled shift (8, 10 or 12 hour shifts in the case of hourly employees). The employee must furnish written statement from the appropriate public official listing dates, hours of service and pay received. The employee is expected to report to work if excused from jury duty in time to perform a substantial part of a regular workday. (If any doubt exists, the employee should call his/her supervisor to determine if he should report to work.) Time absent due to court leave when subpoenaed or otherwise required to testify or participate in any legal action related to company business shall be counted as time worked for the purpose of computing overtime.
- 18.2 Jury duty shall not be considered as time worked for the purpose of computing overtime.

**ARTICLE 19
BEREAVEMENT LEAVE**

- 19.1 Upon the death of a full-time Officer's immediate family member, the Officer will be granted up to three (3) days leave with pay, not including the Officer's regular days off, in order for the Officer to make arrangements for and to attend the funeral.
- 19.2 For the purposes of this Article immediate family member is defined as an Officer's spouse, child, step-child, parents (including in-laws), siblings (including in-laws), grandparents and grandchildren to include the above family members of same sex couples.
- 19.3 Bereavement Leave shall not be considered as time worked for the purposes of computing overtime.
- 19.4 Upon the death of a qualifying person under Section 19.1, the Senior Warden, or his or her designee, will consider, on a case-by-case basis, requests to extend Bereavement Leave through the use of available vacation time.

**ARTICLE 20
HOLIDAYS**

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

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

- 20.2 Officers who are required to work on the holiday will be paid for all hours worked on the holiday, plus holiday pay based on their regularly scheduled workday. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. Holiday Pay is not included as hours worked for the purpose of calculating overtime.
- 20.3 Officers will receive Holiday Pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.).
- 20.3 Part-time Officers will receive holiday pay on a prorated basis, based on the number of hours worked in the pay period prior to the holiday occurring.

**ARTICLE 21
VACATION**

- 21.1 During the term of this Agreement, the Company will grant paid vacation to all full-time Officers based on years of service. Years of Service is determined by the Officer's Anniversary Date. Part-time Officers receive vacation pay on a prorated basis as a part of their hourly rate.

<u>Years Service</u>	<u>Annual Accrual</u>
1. More than One (1) Year but less than 5 years	80 Hours
2. More than Five (5) Years but less than 10 years	120 Hours
3. More than Ten (10) Years but less than 15 years	160 Hours
4. Fifteen (15) Years and above	200 Hours

- 21.2 Vacation shall be awarded on the anniversary of the Officer's date of hire, in one lump sum. Officers must take vacation time within the twelve (12) month period following each anniversary of their date of hire. Any unused vacation time not taken within the twelve month period will be paid out. Officers cannot carry over vacation time from one anniversary year to the next.
- 21.3 Any unused vacation time that has been awarded shall be paid at the time of separation from employment with GEO.
- 21.4 If a designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday.
- 21.5 Vacation time shall not be considered as time worked for the purpose of computing overtime.
- 21.6 Except as provided in sections 21.2 and 21.3, Officers entitled to vacation will not be given pay in lieu thereof.

**ARTICLE 22
401(k) PLAN**

- 22.1 All Officers are eligible to participate in the Company 401(k) and profit sharing savings plan as may be amended from time to time by the Company to ensure that the benefits are the same for all GEO Group Officers.
- 22.2 The Company will match 50% of the Officer's salary deferrals up to the first 5% of salary deferred (maximum matching contribution is 2.5% of salary).

ARTICLE 23
WAGES

- 23.1 Listed below are the Hourly Rates and the Health & Welfare Hourly Rate for covered Officers by this Agreement at the D Ray James Correctional Facility.
- A. The rates listed below are currently in effect.

Category	Hourly Rates
Correctional Officers	\$15.87
Health and Welfare	\$3.81

- B. CERT Officers shall receive premium pay of \$23.08 per pay period. Officers are only eligible to receive one premium rate under this section.
- C. Should the Wage Determination Hourly Rate or the Health and Welfare rate change during the term of this Agreement the Company and the Union agree to reopen negotiations with regards to Wages or the Health & Welfare rate provided for in this agreement.
- D. Any negotiated changes as a result of any revised Wage Determination will only become effective on the Client Contract Date once each year of the Agreement as incorporated by the Client into the Operations and Management Contract.
- 23.2 Officers shall receive the Health & Welfare hourly rate of \$3.81 per hour (based on 2080 hours per year) as a part of their wages. Officers may elect to voluntarily participate in the Company's benefits plans the costs of which will be explained in detail to each Officer. Should Officers elect not to participate in the company's benefit plans the amount of the Health and Welfare hourly rate will continue to be paid directly to the Officer in the form of wages and be reflected on their paychecks. Should an Officer choose to participate in the Company's benefit plans on a limited basis (for example taking dental or vision insurance only) any cost of the plans will be subtracted from the Health and Welfare hourly rate, with any remaining funds continuing to be paid in the form of wages.

ARTICLE 24
HEALTH INSURANCE AND BENEFITS

- 24.1 Effective the first day of the month coincident with or following 30-days of employment, full-time Officers may elect to enroll in:
- a. The Company's Group Health Insurance Plans, plan with optional family coverage.

b. Flexible Spending Accounts

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

- 24.2 Effective the first day of the month coincident with or following 90-days of employment full-time Officers may elect to participate in Company's dental, vision, group life insurance, disability, legal and voluntary benefit plans. Specific information related to these plans is available from the facility Human Resources Department. The terms and conditions of said plans are not subject to the grievance and arbitration procedures established herein.
- 24.3 The Company reserves the exclusive right to make or modify HEALTH AND WELLNESS benefits at any time during the life of this Agreement. The Company also reserves the exclusive right to modify the choice of service providers.
- 24.4 The Company shall discuss with the Union any changes or modifications to the Health and Wellness benefits prior to implementation or open enrollment.
- 24.5 Health and Wellness Benefits shall not be subject to the grievance procedures set forth in this Agreement.
- 24.6 Employee Assistance Program

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

ARTICLE 25

WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT

- 25.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; all such subjects were discussed and

negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunity.

- 25.2 This Agreement supersedes any previous agreements, rules, regulations or customs governing the Company, its employees and the Union. The parties agree that they will not be bound by any past understandings or practices adopted by them or by other companies in the Company's industry unless those understandings or practices are agreed to in writing or incorporated in writing in the terms of this Agreement. Arbitration decisions and grievance procedure settlements rendered or reached concerning any other companies in the Company's industry shall not be considered as precedent under this Agreement and cannot be introduced as evidence or received into the record of any grievance proceeding or arbitration conducted under this Agreement.
- 25.3 Any changes in this Agreement, whether by addition, waiver, deletion, amendments or modifications, must be reduced to writing and executed by both the Company and the Union.

ARTICLE 26 OUTSIDE EMPLOYMENT

- 26.1 All Officers employed at the facility must obtain written approval from the Senior Warden prior to becoming committed to Secondary Employment. Such approval will not be unreasonably withheld nor will it be arbitrary or capricious. Secondary Employment must not interfere with required duties or expectations, directly or indirectly create a conflict of interest or a situation that would be prohibited by State or Federal Law. Officers who are approved for Secondary Employment must advise their secondary employer that they (the Officer) are expected to respond without delay to emergency situations that occur at the Facility.
- 26.2 Any Officer who violates any provision of this Article may be subject to discipline.

ARTICLE 27 DRUG AND ALCOHOL TESTING

- 27.1 The Union collectively and its members individually recognize the sensitive nature of the company's business. As such, each recognizes that maintaining a drug and alcohol free work place is essential to the safety and security of all Officers, the general public, the inmates and the institution.

- 27.2 The Union collectively and the members individually agree that the Company has the right to implement policies and procedures related to drug and alcohol testing and that these policies may include provisions for both cause and prevention testing.
- 27.3 Drug testing includes provisions for testing for Cause and Prevention. Procedures are found in GEO Policy #3.2.6 Personnel, Drug Free Workplace. The Company may amend this policy from time to time.
- 27.4 When the Company has a “reasonable” suspicion to believe that an Officer is in violation of Company Rules of Conduct related to the use of alcohol or drugs, the Senior Warden or his designee may require the Officer to submit to an alcohol and/or drug test. Procedures are established in GEO Policy #3.2.6. Personnel: Drug Free Workplace.
- 27.5 If an Officer refuses to submit to a drug screening or alcohol test, the Officer shall be warned that such refusal constitutes grounds for immediate dismissal and then be allowed an opportunity to submit to the testing as though the Officer had originally complied with the order.
- 27.6 The Union collectively and the members individually agree that drug testing policies or regulations of the Company, Client or other regulating authority are subject to review and change. Changes made by the Company, Client or other regulating agencies will be binding on the parties to this Agreement. Changes will be communicated to the Union prior to implementation.


ARTICLE 28 DURATION

Except as otherwise provided herein, this Agreement becomes effective on May 30, 2014, and shall continue in force and effect until midnight July 30, 2017 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company’s agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hand and seals, and caused this instrument to be clearly executed.

FOR THE COMPANY:
The GEO Group, Inc. (GEO)

FOR THE UNION:
International Union, Security, Police and Fire
Professionals of America (SPFPA)



NAME: Christopher D. Ryan

NAME: Rick O'Quinn

TITLE: VP Employee & Labor Relations

TITLE: International VP Region 2

DATE: 6.18.14

DATE: 6.18.14

Exhibit E
NLRB Petition



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 12
201 E KENNEDY BLVD STE 630
TAMPA, FL 33602-5824

Agency Website: www.nlr.gov
Telephone: (813)228-2841
Fax: (813)228-2874

February 6, 2013

STEPHEN V. FULLER
GEO CORRECTIONS AND DETENTION, LLC
ONE PARK PLACE
621 NW 53RD ST, STE700
BOCA RATON, FL 33487-8235

Re: GEO Corrections and Detention, LLC
Case 12-RC-097792

Dear Mr. Fuller:

Enclosed is a copy of a petition that INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA) filed with the National Labor Relations Board (NLRB) seeking to represent certain of your employees. This letter tells you how to contact the Board agent who will be handling this matter, explains your right to be represented, requests that you provide certain information, notifies you of a hearing, requests that you post notices, and discusses some of our procedures including how to submit documents to the NLRB.

Investigator: This petition will be investigated by Field Examiner MARK T. HEATON whose telephone number is (813) 228-2670. The Board agent will contact you shortly to discuss processing the petition. If you have any questions, please do not hesitate to call the Board agent. If the agent is not available, you may contact Supervisory Examiner DENISE C. MORRISON whose telephone number is (813) 228-2455.

Immediately upon receipt of the petition, the NLRB conducts an impartial investigation to determine if the NLRB has jurisdiction, if the petition is timely and properly filed, if the showing of interest is adequate, and if there are any other interested parties to the proceeding or other circumstances bearing on the question concerning representation. If appropriate, the NLRB then attempts to schedule an election either by agreement of the parties or by holding a hearing and then directing an election.

GEO Corrections and Detention, LLC - 2 -
Case 12-RC-097792

February 6, 2013

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or at the Regional office upon your request.

If someone contacts you about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the NLRB. Their knowledge regarding this matter was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Requested Information:

Information Needed Immediately: To process the petition in this matter, we need certain information from you. Accordingly, please submit to this office, as soon as possible, the following information:

- (a) The correct name of your organization;
- (b) A copy of any existing or recently expired collective-bargaining agreements, and any addenda or extensions, or any recognition agreements covering any of your employees in the unit involved in the petition (the petitioned-for unit);
- (c) The name and contact information for any other labor organization (union) claiming to represent any of the employees in the petitioned-for unit;
- (d) Your position as to the appropriateness of the petitioned-for unit;
- (e) A completed commerce questionnaire (form enclosed) to enable us to determine whether the NLRB has jurisdiction in this matter;
- (f) If potential voters will need notices or ballots translated into a language other than English, the names of those languages and dialects, if any; and
- (g) An alphabetized list of employees in the petitioned-for unit, with their job classifications, for the payroll period immediately before the date of this petition. This list will be used to resolve possible eligibility and unit questions as well as to determine the adequacy of the Petitioner's showing of interest. If such a list is not submitted promptly, any later submission and request for an evaluation of the Petitioner's showing of interest will be considered untimely and no check of the showing of interest will be conducted absent unusual circumstances.

Information Needed Later: If an election is agreed to or directed in this matter, the Employer must file with this office an alphabetized list of the full names and addresses of all eligible voters. We will then make the list available to all parties to the election. The list must be furnished within 7 days of the direction of, or agreement to, an election. I am advising you of this requirement now, so that you will have ample time to prepare this list.

GEO Corrections and Detention, LLC - 3 -
Case 12-RC-097792

February 6, 2013

Notice of Hearing: Enclosed is a Notice of Hearing to be conducted on February 15, 2013 if the parties do not voluntarily agree to an election. If a hearing is necessary, it is expected to run on consecutive days until concluded. The enclosed Form NLRB-4339 provides information about rescheduling the hearing. Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances.

Posting Notices: The NLRB believes that employees should have information about their rights while a representation petition is pending; and employers and labor organizations should be apprised of their responsibilities to refrain from conduct which could interfere with employees' freedom of choice in an election. Accordingly, please immediately post the enclosed Notice to Employees (Form 5492) in conspicuous places in areas where employees in the petitioned-for unit work. Additional copies of the Notice to Employees are available for posting if you need them.

Procedures: We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the NLRB will continue to accept timely filed paper documents. On all your correspondence regarding the petition, please include the case name and number indicated above.

Information about the NLRB, the procedures we follow in representation cases, and our customer service standards is available on our website, www.nlr.gov, or from an NLRB office upon your request.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



MARGARET J. DIAZ
Regional Director

Enclosures

1. Notice of Hearing
2. Notice Regarding Representation Cases (Form 4339)
3. Statement of Standard Procedures in Formal Hearings (Form 4669)
4. Commerce Questionnaire
5. Notice to Employees (Form 5492)
6. Copy of Petition



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 12**



<p>GEO CORRECTIONS AND DETENTION, LLC</p> <p style="padding-left: 40px;">Employer</p> <p style="padding-left: 40px;">and</p> <p>INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFFA)</p> <p style="padding-left: 40px;">Petitioner</p>	<p>Case 12-RC-097792</p>
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NOTICE OF REPRESENTATION HEARING

The Petitioner filed the attached petition pursuant to Section 9(c) of the National Labor Relations Act. It appears that a question affecting commerce exists as to whether the employees in the unit described in the petition wish to be represented by a collective-bargaining representative as defined in Section 9(a) of the Act.

YOU ARE HEREBY NOTIFIED that, pursuant to Sections 3(b) and 9(c) of the Act, at 10:00 AM on **February 15, 2013** and on consecutive days thereafter until concluded, at the National Labor Relations Board offices located at 550 WATER STREET, STE 240, JACKSONVILLE, FL 32202-5177, a hearing will be conducted before a hearing officer of the National Labor Relations Board. At the hearing, the parties will have the right to appear in person or otherwise, and give testimony. Form NLRB-4669, *Statement of Standard Procedures in Formal Hearings Held Before The National Labor Relations Board Pursuant to Petitions Filed Under Section 9 of The National Labor Relations Act*, is attached.

Dated: February 6, 2013

Terry D. Combs, Acting Regional Director
National Labor Relations Board
Region 12
201 E Kennedy Blvd Ste 530
Tampa, FL 33602-5824

**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD BEFORE
THE NATIONAL LABOR RELATIONS BOARD PURSUANT TO PETITIONS FILED
UNDER SECTION 9 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted before a Hearing Officer of the National Labor Relations Board. (R CASES)

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings and all citations in briefs or arguments must refer to the official record. (*Copies of exhibits should be supplied to the Hearing Officer and other parties at the time the exhibit is offered in evidence.*) After the close of the hearing, one or more of the parties may wish to have corrections made in the record. All such proposed corrections, either by way of stipulation or motion, should be forwarded to the Regional Director or to the Board in Washington (*if the case is transferred to the Board*) instead of to the Hearing Officer, inasmuch as the Hearing Officer has no power to make any rulings in connection with the case after the hearing is closed. All matter that is spoken in the hearing room will be recorded by the official reporter while the hearing is in session. In the event that any party wishes to make off-the-record remarks, requests to make such remarks should be directed to the Hearing Officer and not to the official reporter.

Statements of reasons in support of motions or objections should be as concise as possible. Objections and exceptions may, on appropriate request, be permitted to stand to an entire line of questioning. Automatic exceptions will be allowed to all adverse rulings.

All motions shall be in writing or, if made at the hearing, may be stated orally on the record and shall briefly state the order of relief sought and the grounds for such motion. An original and two copies of written motions shall be filed with the Hearing Officer and a copy thereof immediately shall be served on the other parties to the proceeding.

The sole objective of the Hearing Officer is to ascertain the respective positions of the parties and to obtain a full and complete factual record on which the duties under Section 9 of the National Labor Relations Act may be discharged by the Regional Director of the Board. It may become necessary for the Hearing Officer to ask questions, to call witnesses, and to explore avenues with respect to matters not raised by the parties. The services of the Hearing Officer are equally at the disposal of all parties to the proceedings in developing the material evidence.

At the close of hearing, any party who desires to file a brief may do so in the appropriate manner described below.

1 . Briefs filed with the Regional Director

Unless transfer of the case to the Board is announced prior to close of hearing, the brief should be filed in duplicate with the Regional Director. A copy must also be served on each of the other parties and proof of such service must be filed with the Regional Director at the time the briefs are filed. Briefs submitted are to be double-spaced on 8 1/2 by 11 inch paper.

The briefs shall be filed within 7 days after the close of the hearing unless an extension of time, not to exceed an additional 14 days on request made for good cause, before the hearing closes, is granted by the Hearing Officer. Briefs must be filed in accordance with the provisions of Section 102.111 (b) of the Board's Rules. Facsimile transmission of briefs is not permitted.

A request for an extension of time made after the close of the hearing must be received by the Regional Director, in writing, as much in advance of the date the briefs are due as possible and copies thereof must be served on the other parties by the same or faster method as used to file with the Regional Director (see 102.114 of Board's Rules).

FORM NLRB-4668
(3-12) Continued

2. Briefs filed with the Board in Washington, D.C.

a. If transfer of case to the Board is announced at the hearing

Should any party desire to file a brief with the Board, eight copies thereof shall be filed with the Board in Washington, D.C. Immediately on such filing, a copy shall be served on each of the other parties. Proof of such service must be filed with the Board simultaneously with the briefs. Such brief shall be printed on otherwise legibly duplicated: Provided, however, that carbon copies of typewritten matter shall not be filed and if submitted will not be accepted. No reply brief may be filed except on special leave of the Board. Any brief filed after transfer of the case to the Board shall be double-spaced on 8 1/2 by 11 inch paper.

The briefs shall be filed within 7 days after the close of hearing unless an extension of time, not to exceed an additional 14 days on request made for good cause, before the hearing closes, is granted by the Hearing Officer. Briefs must be filed in accordance with the provisions of Section 102.111 (b) of the Board's Rules. Facsimile transmission of briefs is not permitted.

b. Transfer of cases to the Board effected after close of hearing

Pursuant to Section 102.67 of the Board's Rules, the Regional Director may, at any time after the close of hearing and before decision, transfer a case to the Board for decision. The order transferring the case will fix a date for filing briefs in Washington, D.C.

If a brief has already been filed with the Regional Director, the parties may file eight copies of the same brief with the Board in the same manner as set forth in "a," above, except that service on other parties is not required. No further briefs shall be submitted except by special permission of the Board.

If the case is transferred to the Board before the time expires for filing of briefs with the Regional Director and before the parties have filed briefs, such briefs shall be filed as set forth in "a," above.

c. Request for extension of time to file briefs with the Board

A request for an extension of time to file briefs with the Board in Washington, D.C., made after the close of hearing must be received by the Executive Secretary's Office in Washington as much in advance of the date the briefs are due as possible but in any event no later than the close of business on the due date. Such request must be in writing and a copy shall be served immediately on each of the other parties and the Regional Director and shall contain a statement that such service has been made.

As provided in Section 102.114(a) and (e) of the Board's Rules and Regulations, service on all parties of a request for an extension of time shall be made in the same or faster manner as that utilized in filing the paper with the Board; however, when filing with the Board is accomplished by facsimile transmission or by personal service, the other parties shall be promptly notified of such action by facsimile transmission or by telephone, followed by service of a copy personally or by overnight delivery service.

FORM NLRB 4339
(2-12)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

NOTICE REGARDING REPRESENTATION CASE HEARINGS

Case 12-RC-097792

Hearing Cancellation Based on Agreement of Parties: The issuance of the Notice of Hearing in this case does not mean that the matter cannot be resolved by agreement of the parties. On the contrary, the NLRB encourages prompt voluntary adjustments. The Board agent assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by me, will cancel the hearing.

Postponement of the Hearing: Postponement of the hearing *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing and be filed with the Regional Director;
- (2) Copies of the request must be simultaneously served on all other parties, and that fact must be noted on the request;
- (3) Absent extraordinary circumstances, the request must be received no later than 24 hours before the hearing is scheduled to begin;
- (4) Requests for postponement of the hearing to a date more than 14 days after the petition was filed will normally not be granted absent extraordinary circumstances;
- (5) Grounds must be set forth in *detail*, e.g., the unavailability of counsel and all other counsel in the law firm due to previously scheduled federal court or other U.S. Agency hearings or trials;
- (6) Alternative dates for any rescheduled hearing must be given; and
- (7) The positions of all other parties regarding the postponement and alternative hearing dates must be ascertained in advance by the requesting party and set forth in the request.

Approval of a postponement request may be conditioned upon one or more of the following:

- (1) The agreement of all parties to participate at a conference to be held at the Regional Office at least one full day before the rescheduled hearing date;
- (2) Agreement by the requestor that extensions of time for filing of briefs will not be sought or granted; and/or
- (3) The requestor's execution of stipulations on matters not in dispute, e.g., jurisdiction, labor organization status, appropriate unit.

Consecutive Days of Hearing: Once opened, it is expected the hearing will continue on consecutive business days until concluded.

STEPHEN V. FULLER
GEO CORRECTIONS AND DETENTION,
LLC
ONE PARK PLACE
621 NW 53RD ST, STE700
BOCA RATON, FL 33487-8235

DAVID HICKEY, INTERNATIONAL
PRESIDENT
INTERNATIONAL UNION, SECURITY
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFFA)
25510 KELLY RD
ROSEVILLE, MI 48066-4932

Revised 3/21/2011		NATIONAL LABOR RELATIONS BOARD	
QUESTIONNAIRE ON COMMERCE INFORMATION			
Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.			
CASE NAME GEO Corrections and Detention, LLC		CASE NUMBER 12-RC-097792	
1. IS YOUR ENTITY A LEGAL ENTITY (As filed with State and/or stated in legal documents forming entity)?			
2. TYPE OF ENTITY			
<input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> OTHER (Specify)			
3. IS YOUR ENTITY A CORPORATION OR LLC?			
A. STATE OF INCORPORATION OR FORMATION		B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES	
4. IF PARTNER OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS			
5. IF SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR			
6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured or nature of services performed)			
A. PRINCIPAL LOCATION		B. BRANCH LOCATIONS	
7. NUMBER OF PEOPLE PRESENTLY EMPLOYED:			
A. Total:		B. At the address involved in this matter:	
8. DURING THE MOST RECENT (Check appropriate box): <input checked="" type="checkbox"/> CALENDAR YR. <input type="checkbox"/> 12 MONTHS or <input type="checkbox"/> FISCAL YR (FY dates)			
			YES NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$			
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$			
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$			
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$			
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$			
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$			
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$			
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.			
I. Did you begin operations within the last 12 months? If yes, specify date: _____			
9. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?			
<input type="checkbox"/> YES <input type="checkbox"/> NO (If yes, name and address of association or group).			
10. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS			
NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER
11. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE			
NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE
PRIVACY ACT STATEMENT			
Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.			

NOTICE TO EMPLOYEES

FROM THE National Labor Relations Board

A PETITION has been filed with this Federal agency seeking an election to determine whether certain employees want to be represented by a union. The case is being investigated and NO DETERMINATION HAS BEEN MADE AT THIS TIME by the National Labor Relations Board. IF an election is held Notices of Election will be posted giving complete details for voting. It was suggested that your employer post this notice so the National Labor Relations Board could inform you of your basic rights under the National Labor Relations Act.

YOU HAVE THE RIGHT under Federal Law

- To self-organization
- To form, join, or assist labor organizations
- To bargain collectively through representatives of your own choosing
- To act together for the purposes of collective bargaining or other mutual aid or protection
- To refuse to do any or all of these things unless the union and employer, in a state where such agreements are permitted, enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustments).

It is possible that some of you will be voting in an employee representation election as a result of the request for an election having been filed. While NO DETERMINATION HAS BEEN MADE AT THIS TIME, in the event an election is held, the NATIONAL LABOR RELATIONS BOARD wants all eligible voters to be familiar with their rights under the law IF it holds an election.

The Board applies rules that are intended to keep its elections fair and honest and that result in a free choice. If agents of either unions or employers act in such a way as to interfere with your right to a free election, the election can be set aside by the Board. Where appropriate the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

NOTE:

The following are examples of conduct which interfere with the rights of employees and may result in the setting aside of the election.

- Threatening loss of jobs or benefits by an employer or a union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An employer firing employees to discourage or encourage union activity or a union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time within the 24-hour period before the election
- Incitement by either an employer or a union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a union or an employer to influence their votes

Please be assured that IF AN ELECTION IS HELD every effort will be made to protect your right to a free choice under the law. Improper conduct will not be permitted. All parties are expected to cooperate fully with this agency in maintaining basic principles of a fair election as required by law. The National Labor Relations Board as an agency of the United States Government does not endorse any choice in the election.

NATIONAL LABOR RELATIONS BOARD

an agency of the

UNITED STATES GOVERNMENT

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND MUST NOT BE DEFACED BY ANYONE

FORM NLRB-5492(SP)
(8-95)

AVISO a los Empleados

DE PARTE DE

La Junta Nacional de Relaciones del Trabajo

UNA PETICION ha sido radicada ante esta agencia Federal solicitando una eleccion para determinar si ciertos empleados desean ser representados por una union.

El caso está siendo investigado y la Junta Nacional de Relaciones del Trabajo NO HA HECHO DETERMINACION ALGUNA HASTA AHORA. Si se celebra una eleccion, se fijarán Avisos de Eleccion dando detalles completos acerca de la votacion.

Se sugirió a su patrono que fijara este aviso para que la Junta Nacional de Relaciones del Trabajo pudiera informarle acerca de sus derechos básicos bajo la Ley Nacional de Relaciones del Trabajo.

**BAJO LA LEY
FEDERAL
USTEDES
TIENEN EL
DERECHO A:**

- **Organizarse**
- **Constituir, Ingresar en, o ayudar a organizaciones obreras**
- **Negociar colectivamente por conjunto de representantes seleccionados por ellos mismos**
- **Actuar concertadamente con el fin de negociar colectivamente u otro fin de ayuda o protección mutua**
- **Negarse a tomar todas estas acciones o cualquiera de ellas a menos que, en aquellos estados en que se permitan tales acuerdos, la union y el patrono lleguen a un acuerdo legal para que los empleados satisfagan cuotas periódicas después de hacer un pago inicial. Se puede exigir a aquellos que, no siendo miembros de la union, informen a la union que se oponen al uso de sus cuotas para fines que no sean de representación, a que paguen su parte de los gastos hechos para realizar las actividades de representación (tales como las negociaciones colectivas, el control contractual y la resolución de las reclamaciones obreras).**

Es posible que algunos de ustedes voten en una eleccion para designar el representante de los empleados como resultado de haber sido radicada la solicitud de eleccion. Aún cuando NO SE HA HECHO DETERMINACION ALGUNA HASTA AHORA, en caso de celebrarse una eleccion, la JUNTA NACIONAL DE RELACIONES DEL TRABAJO desea que todos los votantes elegibles estén familiarizados con sus derechos bajo la ley SI celebra una eleccion.

La Junta aplica reglas que tienen por objeto mantener sus elecciones imparciales y honradas y que resulten en una libre eleccion. Si agentes, bien sea de las uniones o de los patronos, actúan de tal manera que interfiera con su derecho a una eleccion libre, la eleccion puede ser anulada por la Junta. Cuando es apropiado, la Junta provee otros medios, tales como reinstalación para los empleados despedidos por ejercer sus derechos, incluyendo paga atrasada de parte del responsable por su despido.

NOTA:

Los siguientes son ejemplos de conducta que interfiere con los derechos de los empleados y puede resultar en la anulacion de la eleccion.

- **Amenazas de pérdida de empleos o beneficios hechas por un patrono o una union**
- **Promesas o concesiones de ascensos, aumentos de sueldo, u otros beneficios para influenciar el voto de un empleado hechas por una de las partes capacitada para cumplir tales promesas**
- **El despido de empleados por un patrono para desalentar o alentar actividades unionales o una union que cause que sean despedidos para alentar actividades unionales**
- **Hacer discursos de campaña a grupos de empleados reunidos en tiempo pago por la campaña dentro del periodo de 24 horas antes de la eleccion**
- **La incitacion, bien sea por el patrono o la union, al prejuicio racial o religioso por medio de llamamientos tendientes a enardecer los ánimos**
- **Amenazas de fuerza o violencia física hechas a empleados por una union o un patrono para influenciar sus votos**

Tengan la seguridad de que SI SE CELEBRA UNA ELECCION se harán todos los esfuerzos para proteger su derecho a una libre eleccion de conformidad con la ley. La conducta impropia no será permitida. Esperamos de todas las partes que presten su completa cooperacion a esta agencia en el mantenimiento de los principios básicos de una eleccion imparcial según lo requiere la ley. La Junta Nacional de Relaciones del Trabajo como una agencia del Gobierno de los Estados Unidos no endosó ninguna de las selecciones en la eleccion.



JUNTA NACIONAL DE RELACIONES DEL TRABAJO

una agencia del

GOBIERNO DE LOS ESTADOS UNIDOS

ESTE ES UN AVISO OFICIAL DEL GOBIERNO Y NO DEBE SER MUTILADO POR NINGUNA PERSONA

FORM EXEMPT UNDER 44 U.S.C.

INTERNET FORM NLRB-502 (2-08)

UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD PETITION

DO NOT WRITE IN THIS SPACE Case No. 12-RC-097792 Date Filed 2-6-13

INSTRUCTIONS: Submit an original of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.

The Petitioner alleges that the following circumstances exist and requests that the NLRB proceed under its proper authority pursuant to Section 9 of the NLRA.

- 1. PURPOSE OF THIS PETITION (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.) (Check One)
RC-CERTIFICATION OF REPRESENTATIVE - A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
RM-REPRESENTATION (EMPLOYER PETITION) - One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
RD-DECERTIFICATION (REMOVAL OF REPRESENTATIVE) - A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
UD-WITHDRAWAL OF UNION SHOP AUTHORITY (REMOVAL OF OBLIGATION TO PAY DUES) - Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
UC-UNIT CLARIFICATION - A labor organization is currently recognized by Employer, but Petitioner seeks clarification of placement of certain employees: (Check one) [] In unit not previously certified. [] In unit previously certified in Case No.
AC-AMENDMENT OF CERTIFICATION - Petitioner seeks amendment of certification issued in Case No. Attach statement describing the specific amendment sought.

2. Name of Employer GEO Corrections and Detention, LLC Employer Representative to contact Stephen V. Fuller Tel. No. 561-893-0101

3. Address(es) of Establishment(s) involved (Street and number, city, State, ZIP code) One Park Place 621 NW 53rd Street, Suite 700 BOCA RATON, FL 33487 Fax No. 561-999-7738

4a. Type of Establishment (Factory, mine, wholesaler, etc.) SECURITY 4b. Identify principal product or service SECURITY Cell No. e-Mail

5. Unit Involved (In UC petition, describe present bargaining unit and attach description of proposed clarification.) Included SEE ATTACHMENT A Excluded ALL OFFICE CLERICAL EMPLOYEES, PROFESSIONAL EMPLOYEES, SUPERVISORS, AS DEFINED IN THE ACT, AS AMENDED, AND ALL OTHER EMPLOYEES Present 235 Proposed (By UC/AC) 6a. Number of Employees in Unit 6b. Is this petition supported by 30% or more of the employees in the unit? [X] Yes [] No *Not applicable in RM, UC, and AC

7a. [] Request for recognition as Bargaining Representative was made on (Date) NONE MADE and Employer declined recognition on or about (Date) (If no reply received, so state). 7b. [] Petitioner is currently recognized as Bargaining Representative and desires certification under the Act.

8. Name of Recognized or Certified Bargaining Agent (if none, so state) NONE Affiliation Address Tel. No. Date of Recognition or Certification Cell No. Fax No. e-Mail

9. Expiration Date of Current Contract, if any (Month, Day, Year) NO CONTRACT 10. If you have checked box UD in 1 above, show here the date of execution of agreement granting union shop (Month, Day and Year)

11a. Is there now a strike or picketing at the Employer's establishment(s) involved? Yes [] No [X] 11b. If so, approximately how many employees are participating?

11c. The Employer has been picketed by or on behalf of (Insert Name) _____, a labor organization, of (Insert Address) _____ Since (Month, Day, Year) _____

12. Organizations or individuals other than Petitioner (and other than those named in Items 3 and 11c), which have claimed recognition as representative and other organizations and individuals known to have a representative interest in any employees in unit described in Item 5 above. (If none, so state) NONE

Table with 4 columns: Name, Address, Tel. No., Fax No. and 2 rows for additional contact information.

13. Full name of party filing petition (if labor organization, give full name, including local name and number) INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

14a. Address (street and number, city, state, and ZIP code) 25510 KELLY ROAD ROSEVILLE, MI 48065 14b. Tel. No. EXT 586-772-7250 14c. Fax No. 586-772-9644 14d. Cell No. 14e. e-Mail

15. Full name of national or international labor organization of which Petitioner is an affiliate or constituent (to be filled in when petition is filed by a labor organization) INTERNATIONAL UNION, SECURITY POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA)

I declare that I have read the above petition and that the statements are true to the best of my knowledge and belief. Name (Print) David Hickey Signature Title (if any) International President Address (street and number, city, state, and ZIP code) 25510 KELLY ROAD ROSEVILLE, MI 48065 Tel. No. 586-772-7250 Fax No. 586-772-9644 Cell No. 586-709-5563 e-Mail SPFPA@spfpainc.com

WILLFUL FALSE STATEMENTS ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Attachment A**ATTACHMENT TO PETITION:**

ALL FULL TIME AND / OR REGULAR PART TIME CORRECTION AND SECURITY OFFICERS PERFORMING GUARD DUTIES AS DEFINED IN SECTION 9 (b) (3) OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED EMPLOYED BY GEO CORRECTIONS AND DETENTION, LLC @ D RAY JAMES CORRECTIONAL FACILITY LOCATED 3262 HIGHWAY 252, FOLKSTON, GA 31537.

- c. Final Reprimand
- d. Dismissal

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

- 14.5 If an Officer believes he was dismissed without just cause, he should notify the Local Union of his desire to file a grievance. Should the Union decide to file a grievance on behalf of the Officer they must notify the Company within ten (10) workdays of the Officer receiving the notice of termination. Such grievance shall be filed beginning at Step-3 of the grievance procedure as outlined in Article-12.
- 14.6 Any Officer arrested for a felony or a misdemeanor that does not relate to a traffic violation, with the exception of DUI, will be placed on leave without pay pending resolution of any criminal prosecution stemming from the arrest. If the Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest; or the Officer is found guilty of the charges stemming from the arrest, then the Officer will be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay, but with no loss of seniority. The Company retains the prerogative to review the circumstances surrounding the arrest and based on its findings will take appropriate disciplinary action, if warranted.
- 14.7 An Officer interviewed concerning his discipline may request a Union representative be present during such interview. Nothing herein shall be construed to compel an Officer to have Union representation present. If an Officer requests Union representation, the Officer will not be required to respond to questions until the representative is present. Once the Union representative is present, questioning may begin and the Officer may confer with the Union representative regarding his responses. Although the Officer may consult with the Union representative related to the issue at hand, the Company requires all interview responses come from the Officer.
- 14.8 Disciplinary actions, excluding statutory claims that have been upheld, will remain in an Officer's personnel file, but cannot be used against the Officer after the expiration of 12 months from the date of the last violation.