2023539100

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1	OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 03/01/07	4. REQUISITION/PURCHA	ASE REQ. NO.	5. PROJECT	NO. (If ap)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If	other than Item 6)	CODE		
Office of the Federal Detention 4601 North Fairfax Drive, Sui-Arlington, VA 22203		See Box 6				
B. NAME AND ADDRESS OF CONTRACTOR (No., street.	county, State and ZIP Code)		(X) PA. AMENDME	NT OF SOLICIA	TION NO.	
Corrections Corporation of A	merica					
10 Burton Hills Boulevard			9B. DATED (SE	ITEM 11)	-	
Nashville, TN 37215						
			10A, MODIFICA ODT - 7 - C- 10B, DATED ISI	-0002	TRACT/OF	
CODE	FACILITY CODE		01/3	30/07	•	
	EM ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS			
(e)By completing items B and 15, and returning or (c) By separate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRICyour desire to change an offer stready submitted, such channe	arence to the solicitation and am OR TO THE HOUR AND DATE S range may be made by telegrand d date specified.	(b) By acknowledging receipt nandment numbers. FAILURI SPECIFIED MAY RESULT IN F n or letter, provided each tele				
	ONLY APPLIES TO MOS THE CONTRACT/ORI			ેક.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUND. IN ITEM 10A.	JRSUANT TO: (Specify authorit	y) THE CHANGES SET FORT	H IN ITEM 14 ARE MAI	DE IN THE COM	ntract o	RDER
B. THE ABOVE NUMBERED CONTRAC appropriation data, etc.   SET FORTH	I IN ITEM 14, PURSUANT TO 1	THE AUTHORITY OF FAR 43.		nanges in payir	ng office,	
C. This supplemental agreement	IS ENTERED INTO PURSUANT	TO AUTHORITY OF:	•			
D. OTHER (Specify type of modification	and authority)		-			
E. IMPORTANT: Contractor X is not,					e issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (OF This Modification Ol to Contraction Michael Thomas a be deleted and replaced immed  (a) Mr. Michael Shute of the Kansas 66101, Phone: 913-551-Contracting Officer's Technic Except as provided herein, all terms and conditions of the 16A. NAME AND TITLE OF SIGNER (Type or print)	act ODT-7-C-0002 s the Contracting iately with the i United States Mar 6727, Fax: 913-59 al Representative	modifies Section of Collowing: rshals, 500 States of Section of Collowing: rshals, 500 States of Collowing Collowing of Co	on G.2(a) of inical represented Avenue, Sueby designated tract.	the Consentative	e (CO) , Kans t as	TR) shal
		Michael Moran		, , , po o pi		
158. CONTRACTOR/OFFEROR	15C. DATE SIGNED	168. UNITED STATES OF	AMERICA -		16C. D	ATE SIGNED
(Signature of parson authorized to sign)			of Contracting Officer	,	<b>-</b>   0	3/01/07

2023539100

1, CONTRACT ID CODE PAGE ÔF PAGES AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 2 1 5. PROJECT NO. (If application) 4. REQUISITION/PURCHASE REQ. NO. 3. EFFECTIVE DATE 2. AMENDMENT/MODIFICATION NO. 04/11/07 02 7. ADMINISTERED BY (If other than Item 6) CODE 6. ISSUED BY Office of the Federal Detention Trustee See Box 6 4601 North Fairfax Drive, Suite 910 Arlington, Virginia 22203 (X) 9A. AMENDMENT OF SOLICIATION NO. 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard 9B. DATED (SEE ITEM 11) Nashville. TN 37215 IGA. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002 108. DATED (SEE ITEM 11) 01/30/07 CODE FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS is extended, is not extended. The above numbered solicitation is amended as sot forth in Item 14. The hour end date specified for receipt of Office Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as smended, by one of the following methods: copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; (a)By completing items 8 and 15, and returning or (c) By soperate latter 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 stready 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 APPROPIRATION DATA (If required) 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER CHECK ONE NO. IN ITEM 10A. 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). THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor k is not, is required to sign this document and return — 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Greanized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to correct Section F of the Contract. Section F.2(B) has been modified to expand the anticipated term of the Contract to include Option Periods 2 and 3. Section F.2(C) has been modified to reflect the modifications made to Section F.2(B). Except as provided herein, all terms and conditions of the document inferenced 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) BA. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Moran 168. CONTRACTOR/OFFEROR SC. DATE SIGNED 168. UNITED STATES OF AMERICA 16C. DATE SIGNED loram (Signature of Contracting Officer) 04/11/07 (Signature of paraon authorized to sign)

#### **SECTION F**

### **DELIVERIES OR PERFORMANCE**

## F.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): www.arnet.gov

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES NUMBER DATE TITLE

52.242-15

AUG 1989

Stop-Work Order

52.242-17

APR 1984

Government Delay of Work

#### F.2 PERFORMANCE

(a) Within 90 days of contract award, the contractor must be determined by the OFDT to be in compliance with contract requirements and capable of assuming full responsibility for performance.

This may occur earlier at the request of the contractor, but only if the OFDT determines the contractor is capable of accepting detainees.

The contractor's ability to perform in accordance with the terms of the contract will be assessed by the OFDT prior to issuance of the Notice to Proceed (NTP). The OFDT will perform numerous assessments to ensure contract compliance prior to issuance of the NTP.

In order to receive NTP, the determination of contractor compliance with contract requirements applicable to issuance of the NTP are at the discretion of the CO. The OFDT reserves its rights under the contract should the contractor fail to comply with the requirements necessary for issuance of the NTP.

Contract performance shall begin upon written issuance of the NTP signed by the CO. Acceptance of detainees by the contractor shall be immediately after the issuance of the NTP. For the purpose of this solicitation, "contract award" is defined as the date the award document is signed by the CO.

(b) The anticipated periods of performance include:

Base Period: NTP through 60 months (b) (4)

(c) The performance period of the contract shall be effective from the NTP through 60 months with the Government's unilateral right to exercise (b) (4) (five-year) option period (n) accordance with the terms of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CO	1. CONTRACT ID CODE		PAGES	
	B. EFFECTIVE DATE	4. REQUISITION/PURCHA	ASE REQ. NO.	5. PROJEC	T NO. (If applic	l ble)
03	05/24/07					
6. ISSUED BY CODE		7. ADMINISTERED BY (If	other than Item 6)	CODE		
Office of the Federal Detention 4601 N. Fairfax Drive, Suite 910 Arlington, VA 22203	Trustee	See Box 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country)	ry, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICIA	ATION NO.	
Corrections Corporation of Amer	ica					
10 Burton Hills Boulevard			OR DATED (SEE	ITCM 11)		
Nashville, TN 37215			9B. DATED (SEE	ITENLIT)		
14011711107 117 37213			10A. MODIFICA	TION OF CON	NTRACT/ORDER	R NO.
			ODT-7-C-	0002		
			10B. DATED (SE	E ITEM 11)		
			01/3	0/07		
	ONLY APPLIES TO	AMENDMENTS OF S				
	ONL! AITLIES TO	AMENDIVILIATS OF	JOLICITATIONS —			
The above numbered solicitation is amended as set forth in	ltem 14. The hour and	date specified for receipt of C	Offers is ext	ended,	is not extend	ed.
Offers must acknowledge receipt of this amendment prior to the						
		(b) By acknowledging receipt				
or (c) By separate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO your desire to change an offer already submitted, such change amendment, and is received prior to the opening hour and date	may be made by telegran	SPECIFIED MAY RESULT IN R n or letter, provided each tele	EJECTION OF YOUR OF gram or letter makes ref	FER. If by vi- erence to the	rtue of this ame solicitation and	endment d this
12 ACCOUNTING AND APPROPIRATION DATA (If required)						
•						
		ODIFICATION OF COI DER NO. AS DESCRIE		S.		
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUA	NT TO: (Specify authorit	y) THE CHANGES SET FORT	H IN ITEM 14 ARE MAD	E IN THE CO	NTRACT ORDE	R
NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN IT				anges in payir	ng office,	
C. THIS SUPPLEMENTAL AGREEMENT IS EN						
D. OTHER (Court to the first to the	11 - 21 - 3					
D. OTHER (Specify type of modification and a	authority)					
			1			
E. IMPORTANT: Contractor x is not, is	required to sign th	nis document and retu	ırn — co	pies to the	e issuing of	fice.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize	d by UCF section heading	gs, including solicitation/contr	act subject matter when	e feasible.)		
See Attachment.						
Except as provided herein, all terms and conditions of the docu	ment referenced in Item 9	9A or 10A, as heretofore char	nged, remains unchange	d and in full f	force and effect	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF				
		Michael Moran			1,::	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA		16C. DATE	: SIGNED
(Cignature of serves such a first to signature	_	Michay	1970-		_ 05/	24/07
(Signature of person authorized to sign)	1	(Signature	of Contracting Officer)		1	,

This Modification No. 3 makes the following change to the Performance Work Statement (PWS):

Delete Section C.8.4 Commissary and replace with the following. All other terms and conditions remain the same.

## C.8.4 Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week.

The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax to the price of items if state sales tax is applicable. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary. Any expenditure of funds for this purpose shall only be made after approval of the COTR.

AMENDMENT OF SOLICITATION/	MODIFICATION (	OF CONTRACT	1. CONTRACT ID CO	DE	PAGE C	DF PAGES
2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	E REQ. NO.	5. PROJECT	NO. (If appl	
04	01/01/08					
6. ISSUED BY CODE		7. ADMINISTERED BY (If or	ther than Item 6)	CODE		
Office of the Federal Detention United States Department of Jus- 4601 N. Fairfax Drive, Suite 91 Arlington, Virginia 22203	tice	See Box 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, cou	nty, State and ZIP Code)	1 (	X) 9A. AMENDMEN	T OF SOLICIA	TION NO.	
Corrections Corporation of Ame	rica					
10 Burton Hills Boulevard						
			9B. DATED (SEE	ITEM 11)		
Nashville, TN 37215		-	10A. MODIFICA	TION OF CONT	TRACT/ORD	ER NO.
			ODT-7-C-			
			10B. DATED (SE	E ITEM 11)		
			0.7./2	0 / 0 =		
	CILITY CODE		01/3	0/07		
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS			
or (c) By separate letter or telegram which includes a reference PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO your desire to change an offer already submitted, such change amendment, and is received prior to the opening hour and da 12. ACCOUNTING AND APPROPIRATION DATA (If required)	copies of the amendment; (be to the solicitation and ame of THE HOUR AND DATE SPECIAL	DIFICATION OF CONTER NO. AS DESCRIBED THE CHANGES SET FORTH  ECT THE ADMINISTRATIVE OF EAUTHORITY OF FAR 43.10	this amendment on e DF YOUR ACKNOWLE JECTION OF YOUR OF am or letter makes ref  TRACTS/ORDER ED IN ITEM 14. IN ITEM 14 ARE MAD  CHANGES (such as che	ach copy of the DGMENT TO B FER. If by virtierence to the s	e offer subnite RECEIVEL tue of this a solicitation a	D AT THE mendment and this
×						
E. IMPORTANT: Contractor x is not, 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organi					issuing	office.
The attached Department of Laboris hereby incorporated and application (organized application) is hereby incorporated and application (organized application).  Except as provided herein, all terms and conditions of the document of the doc	r Determination icable retroact.	Number 2005-230 ive to January 0	07 (Rev. No. 01, 2008).	5) date	orce and effe	
AED CONTRACTOR/OFFFDOR	LEC DATE DICKED	Michael Moran	AEDICA.		Itec DA	ATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AN	Nono			L/04/08
(Signature of person authorized to sign)	1	(Signature of	of Contracting Officer)			,,

WD 05-2307 (Rev.-5) was first posted on www.wdol.gov on 10/02/2007

\*

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

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

Wage Determination No.: 2005-2307

Revision No.: 5

Date Of Revision: 09/21/2007

William W.Gross Division of Director Wage Determinations

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte

Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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

## OCCUPATION CODE - TITLE

#### MINIMUM WAGE RATE

01000 -	Administrative Support And Clerical Occupations	
	- Accounting Clerk I	12.22
01012	- Accounting Clerk II	13.71
	- Accounting Clerk III	16.15
	- Administrative Assistant	21.43
01040	- Court Reporter	18.32
01051	- Data Entry Operator I	11.90
01052	- Data Entry Operator II	14.14
01060	- Dispatcher, Motor Vehicle	18.55
01070	- Document Preparation Clerk	13.03
01090	- Duplicating Machine Operator	13.03
01111	- General Clerk I	12.50
01112	- General Clerk II	14.03
01113	- General Clerk III	15.79
01120	- Housing Referral Assistant	19.40
01141	- Messenger Courier	10.91
01191	- Order Clerk I	12.73
01192	- Order Clerk II	15.29
01261	- Personnel Assistant (Employment) I	16.17
01262	- Personnel Assistant (Employment) II	17.97
01263	- Personnel Assistant (Employment) III	19.54
01270	- Production Control Clerk	18.29
	- Receptionist	11.52
01290	- Rental Clerk	14.53
01300	- Scheduler, Maintenance	14.65
01311	- Secretary I	14.65
01312	- Secretary II	16.60
	- Secretary III	18.61
	- Service Order Dispatcher	21.18
01410	- Supply Technician	23.03
	- Survey Worker	15.47
01531	- Travel Clerk I	11.76

01532	- Travel Clerk II	12.70
	- Travel Clerk III	13.63
01611	- Word Processor I	12.92
	- Word Processor II	15.11
	- Word Processor III	16.44
	Automotive Service Occupations	
	- Automobile Body Repairer, Fiberglass	20.03
	- Automotive Electrician	19.32
	- Automotive Glass Installer	18.59
	- Automotive Worker	18.59
	- Mobile Equipment Servicer	16.51
	- Motor Equipment Metal Mechanic	20.03
	- Motor Equipment Metal Worker	18.59
	- Motor Vehicle Mechanic	20.03
	- Motor Vehicle Mechanic Helper	15.47
	- Motor Vehicle Upholstery Worker	17.54
	- Motor Vehicle Wrecker	18.59
	- Painter, Automotive	19.32
	- Radiator Repair Specialist	18.59
	- Tire Repairer	15.18
	- Transmission Repair Specialist	20.03
	Food Preparation And Service Occupations	
	- Baker	13.20
	- Cook I	10.54
	- Cook II	11.88
	- Dishwasher	8.73
	- Food Service Worker	10.17
	- Meat Cutter	15.06
	- Waiter/Waitress	8.04
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	19.30
	- Furniture Handler	14.32
	- Furniture Refinisher	19.30
	- Furniture Refinisher Helper	15.46
	- Furniture Repairer, Minor	17.52
	- Upholsterer	19.30
	General Services And Support Occupations	
	- Cleaner, Vehicles	9.64
11060	- Elevator Operator	10.79
	- Gardener	14.55
	- Housekeeping Aide	11.75
11150	- Janitor	11.75
	- Laborer, Grounds Maintenance	12.13
11240	- Maid or Houseman	8.75
	- Pruner	11.75
	- Tractor Operator	13.97
	- Trail Maintenance Worker	12.13
	- Window Cleaner	12.12
	Health Occupations	
	- Ambulance Driver	15.90
	- Breath Alcohol Technician	14.93
	- Certified Occupational Therapist Assistant	17.26
	- Certified Physical Therapist Assistant	17.87
	- Dental Assistant	14.64
	- Dental Hygienist	30.55
	- EKG Technician	20.81
	- Electroneurodiagnostic Technologist	20.81
	- Emergency Medical Technician	15.90
	- Licensed Practical Nurse I	13.26
12072	- Licensed Practical Nurse II	14.93

12073	- Licensed Practical Nurse III	16.68
12100	- Medical Assistant	12.37
12130	- Medical Laboratory Technician	14.91
12160	- Medical Record Clerk	13.38
12190	- Medical Record Technician	15.06
12195	- Medical Transcriptionist	15.29
	- Nuclear Medicine Technologist	28.15
	- Nursing Assistant I	9.21
	- Nursing Assistant II	10.37
	- Nursing Assistant III	11.30
	- Nursing Assistant IV	12.69
	- Optical Dispenser	12.15
	- Optical Technician	11.23
	- Pharmacy Technician	14.84
	- Phlebotomist	12.69
	- Radiologic Technologist	22.30
		23.68
	- Registered Nurse I	26.15
	- Registered Nurse II	26.15
	- Registered Nurse II, Specialist	
	- Registered Nurse III	33.15
	- Registered Nurse III, Anesthetist	33.15
	- Registered Nurse IV	38.03
	- Scheduler (Drug and Alcohol Testing)	17.93
	Information And Arts Occupations	
13011	- Exhibits Specialist I	20.11
13012	- Exhibits Specialist II	24.93
13013	- Exhibits Specialist III	29.94
13041	- Illustrator I	16.95
13042	- Illustrator II	20.30
13043	- Illustrator III	25.36
13047	- Librarian	29.76
	- Library Aide/Clerk	10.08
	- Library Information Technology Systems Administrator	20.48
	- Library Technician	12.89
	- Media Specialist I	15.48
	- Media Specialist II	17.31
	- Media Specialist III	19.31
	- Photographer I	14.19
		17.32
	- Photographer II	19.67
	- Photographer III	24.05
	- Photographer IV	29.10
	- Photographer V	
	- Video Teleconference Technician	15.61
	Information Technology Occupations	15 00
	- Computer Operator I	15.89
	- Computer Operator II	17.08
	- Computer Operator III	19.80
14044	- Computer Operator IV	23.48
14045	- Computer Operator V	24.53
14071	- Computer Programmer I (1)	19.82
14072	- Computer Programmer II (1)	24.56
	- Computer Programmer III (1)	27.62
	- Computer Programmer IV (1)	27.62
	- Computer Systems Analyst I (1)	27.62
	- Computer Systems Analyst II (1)	27.62
	- Computer Systems Analyst III (1)	27.62
	- Peripheral Equipment Operator	15.46
	- Personal Computer Support Technician	22.85
	Instructional Occupations	
	- Aircrew Training Devices Instructor (Non-Rated)	25.33
10010	interior italiand postore input decor (non paced)	20.00

	- Aircrew Training Devices Instructor (Rated)	30.66
	- Air Crew Training Devices Instructor (Pilot)	36.76
	- Computer Based Training Specialist / Instructor	27.62
	- Educational Technologist	24.22
	- Flight Instructor (Pilot)	36.76
	- Graphic Artist	23.00
	- Technical Instructor	19.95
	- Technical Instructor/Course Developer	24.42
	- Test Proctor	17.30
	- Tutor	17.30
	Laundry, Dry-Cleaning, Pressing And Related Occupations	0.40
	- Assembler	8.43
	- Counter Attendant	8.43 10.88
	- Dry Cleaner - Finisher, Flatwork, Machine	8.43
	- Presser, Hand	8.43
	- Presser, Machine, Drycleaning	8.43
	- Presser, Machine, Shirts	8.43
	- Presser, Machine, Wearing Apparel, Laundry	8.43
	- Sewing Machine Operator	11.69
	- Tailor	12.49
	- Washer, Machine	9.28
	Machine Tool Operation And Repair Occupations	9.20
	- Machine-Tool Operator (Tool Room)	19.30
	- Tool And Die Maker	26.12
	Materials Handling And Packing Occupations	20.12
	- Forklift Operator	17.49
	- Material Coordinator	19.16
	- Material Expediter	19.16
	- Material Handling Laborer	14.72
	- Order Filler	12.29
	- Production Line Worker (Food Processing)	17.49
	- Shipping Packer	14.15
	- Shipping/Receiving Clerk	14.15
	- Store Worker I	12.21
	- Stock Clerk	16.75
	- Tools And Parts Attendant	17.49
	- Warehouse Specialist	17.49
	Mechanics And Maintenance And Repair Occupations	
	- Aerospace Structural Welder	24.23
	- Aircraft Mechanic I	23.45
23022	- Aircraft Mechanic II	24.23
23023	- Aircraft Mechanic III	25.08
23040	- Aircraft Mechanic Helper	18.12
23050	- Aircraft, Painter	22.55
23060	- Aircraft Servicer	20.53
23080	- Aircraft Worker	21.76
23110	- Appliance Mechanic	19.30
23120	- Bicycle Repairer	15.18
23125	- Cable Splicer	26.38
	- Carpenter, Maintenance	20.40
	- Carpet Layer	19.53
	- Electrician, Maintenance	29.98
	- Electronics Technician Maintenance I	21.13
	- Electronics Technician Maintenance II	26.65
	- Electronics Technician Maintenance III	27.20
	- Fabric Worker	17.52
	- Fire Alarm System Mechanic	20.01
	- Fire Extinguisher Repairer	16.50
23311	- Fuel Distribution System Mechanic	23.49

23312	- Fuel Distribution System Operator	18.53
23370	- General Maintenance Worker	18.57
23380	- Ground Support Equipment Mechanic	23.45
23381	- Ground Support Equipment Servicer	20.53
	- Ground Support Equipment Worker	21.76
23391	- Gunsmith I	16.29
23392	- Gunsmith II	18.79
23393	- Gunsmith III	20.56
23410	- Heating, Ventilation And Air-Conditioning Mechanic	21.00
23411	- Heating, Ventilation And Air Contditioning Mechanic (	(Research Facility)
21.70		
23430	- Heavy Equipment Mechanic	20.01
23440	- Heavy Equipment Operator	20.69
	- Instrument Mechanic	20.56
23465	- Laboratory/Shelter Mechanic	19.82
	- Laborer	13.10
23510	- Locksmith	19.30
23530	- Machinery Maintenance Mechanic	20.60
	- Machinist, Maintenance	20.01
	- Maintenance Trades Helper	15.46
	- Metrology Technician I	20.56
	- Metrology Technician II	21.25
	- Metrology Technician III	21.99
	- Millwright	23.98
	- Office Appliance Repairer	19.32
	- Painter, Maintenance	19.30
	- Pipefitter, Maintenance	27.67
	- Plumber, Maintenance	24.62
	- Pneudraulic Systems Mechanic	20.56
	- Rigger	22.01
	- Scale Mechanic	18.79
	- Sheet-Metal Worker, Maintenance	26.89
	- Small Engine Mechanic	20.43
	- Telecommunications Mechanic I	21.72
	- Telecommunications Mechanic II	22.41
	- Telephone Lineman	20.97
	- Welder, Combination, Maintenance	20.01
	- Well Driller	20.01
	- Woodcraft Worker	20.56
	- Woodworker	16.50
	Personal Needs Occupations	
	- Child Care Attendant	9.09
	- Child Care Center Clerk	12.82
	- Chore Aide	9.01
	- Family Readiness And Support Services Coordinator	12.70
	- Homemaker	14.55
	Plant And System Operations Occupations	
	- Boiler Tender	21.48
	- Sewage Plant Operator	19.36
	- Stationary Engineer	21.48
	- Ventilation Equipment Tender	15.46
	- Water Treatment Plant Operator	19.30
	Protective Service Occupations	
	- Alarm Monitor	17.02
	- Baggage Inspector	13.19
	- Corrections Officer	17.29
	- Court Security Officer	19.65
	- Detection Dog Handler	16.62
	- Detection Dog mandrer - Detention Officer	17.29
	- Firefighter	19.21
2,070		

27101	- Guard I	13.19
27102	- Guard II	16.62
	- Police Officer I	21.45
27132	- Police Officer II	23.84
28000 -	Recreation Occupations	
28041	- Carnival Equipment Operator	10.70
28042	- Carnival Equipment Repairer	11.41
	- Carnival Equpment Worker	8.65
28210	- Gate Attendant/Gate Tender	12.14
28310	- Lifeguard	10.82
28350	- Park Attendant (Aide)	13.83
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	14.59
28630	- Sports Official	11.01
28690	- Swimming Pool Operator	19.20
	Stevedoring/Longshoremen Occupational Services	
	- Blocker And Bracer	21.17
29020	- Hatch Tender	18.72
29030	- Line Handler	18.72
	- Stevedore I	18.03
	- Stevedore II	19.85
	Technical Occupations	
	- Air Traffic Control Specialist, Center (HFO) (2)	32.97
	- Air Traffic Control Specialist, Station (HFO) (2)	22.73
	- Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
	- Archeological Technician I	14.37
	- Archeological Technician II	16.06
	- Archeological Technician III	19.90
	- Cartographic Technician	22.95
	- Civil Engineering Technician	21.12
	- Drafter/CAD Operator I	17.27
	- Drafter/CAD Operator II	19.48
	- Drafter/CAD Operator III	21.28
	- Drafter/CAD Operator IV	25.78
	- Engineering Technician I	15.54
	- Engineering Technician II	19.08
	- Engineering Technician III	21.95
	- Engineering Technician IV	24.41
	- Engineering Technician V	29.54
	- Engineering Technician VI	36.00
	- Environmental Technician	20.48
	- Laboratory Technician	18.48
	- Mathematical Technician	23.31
	- Paralegal/Legal Assistant I	15.58
	- Paralegal/Legal Assistant II	20.11
	- Paralegal/Legal Assistant III	24.59
	- Paralegal/Legal Assistant IV	29.76
	- Photo-Optics Technician	22.14
	- Technical Writer I	19.76
	- Technical Writer II	24.16
	- Technical Writer III	29.23
	- Unexploded Ordnance (UXO) Technician I	20.95
	- Unexploded Ordnance (UXO) Technician II	25.35
	- Unexploded Ordnance (UXO) Technician III	33.95
	- Unexploded (UXO) Safety Escort	20.95
	- Unexploded (UXO) Sweep Personnel	20.95
	- Weather Observer, Combined Upper Air Or Surface Programs (2)	19.02
	- Weather Observer, Combined opper Air of Surface Flograms (2)	22.14
	Transportation/Mobile Equipment Operation Occupations	
	- Bus Aide	11.47
31020	and state	

21020	Description of the second of t	16.03
	) - Bus Driver	
	3 - Driver Courier	13.25
	) - Parking and Lot Attendant	10.97
	) - Shuttle Bus Driver	14.34
	) - Taxi Driver	10.65
	- Truckdriver, Light	14.34
	2 - Truckdriver, Medium	19.23
	3 - Truckdriver, Heavy	19.58
31364	- Truckdriver, Tractor-Trailer	19.58
99000 -	Miscellaneous Occupations	
99030	- Cashier	9.26
99050	) - Desk Clerk	9.07
99095	5 - Embalmer	20.21
99251	- Laboratory Animal Caretaker I	9.20
99252	2 - Laboratory Animal Caretaker II	9.96
99310	) - Mortician	22.72
99410	) - Pest Controller	16.41
99510	) - Photofinishing Worker	11.65
99710	) - Recycling Laborer	15.22
99711	- Recycling Specialist	17.66
99730	) - Refuse Collector	13.73
99810	) - Sales Clerk	11.41
99820	) - School Crossing Guard	9.31
99830	) - Survey Party Chief	21.44
	L - Surveying Aide	13.33
	2 - Surveying Technician	18.25
	O - Vending Machine Attendant	13.19
	L - Vending Machine Repairer	15.86
	2 - Vending Machine Repairer Helper	13.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 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) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

#### \*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 COLUMN ATION	MACDIFICATION	OF CONTRACT	1. CONTRACT ID COL	DE .	PAGE	OF PAG
AMENDMENT OF SOLICITATION	/WODIFICATION	OF CONTRACT			1	1
2. AMENDMENT/MODIFICAITON NO. 05	3. EFFECTIVE DATE 02/05/08	4. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT	NO. (If ap	plicble)
3. ISSUED BY CODE		7. ADMINISTERED BY (I	other than Item 6)	CODE		
U.S. Department of Justice Office of the Federal Detention 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203	n and Trustee					
NAME AND ADDRESS OF CONTRACTOR (No., street, co	ounty, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICIA	ATION NO.	
Corrections Corporation of Ame	erica					
10 Burton Hills Boulevard			9B. DATED (SEE	(TEM 11)		
Nashville, TN 37215	Attn: Damon Hin	inger	10A, MODIFICAT		TO A CT IO	250 110
			X ODT - 7 - C	-0002 EITEM 11)		DEN NO.
	ACILITY CODE		01/3	0/07		
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS			
r (c) By separate letter or telegram which includes a refere LACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR our desire to change an offer already submitted, such char mendment, and is received prior to the opening hour and d	TO THE HOUR AND DATE Singe may be made by telegram late specified.	PECIFIED MAY RESULT IN I	REJECTION OF YOUR OF	FER. If by vis	rtue of this	amendmen
2. ACCOUNTING AND APPROPIRATION DATA (If required	d)					
	ONLY APPLIES TO MO THE CONTRACT/ORD SUANT TO: (Specify authority	DER NO. AS DESCRI	BED IN ITEM 14.		NTRACT C	DRDER
B. THE ABOVE NUMBERED CONTRACT/ appropriation date, etc.) SET FORTH II  C. THIS SUPPLEMENTAL AGREEMENT IS	N ITEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43		inges in payir	ng affice,	
D. OTHER (Specify type of modification a  Mutual Agreement of th						
E. IMPORTANT: Contractor is not,		is document and ret	urn — 1 — co	pies to the	e issuin	g office.
On the first day of each quarter contracting Officer Representation to the contracting Officer Representation to the contractor shall also provide positions are filled. The with the Contractor's Staffing	er, of the caler tive the facilit ide a plan of ac format of the S	dar year, the cy's current station for each Staffing Comple	Contractor shaffing complet vacancy with the ment Report sl	all pro ment an target hall be	d vaca dates	until
ixcept as provided herein, all terms and conditions of the d 15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hininger, Senior Vice Pr Federal and Local Customer R 15B. CONTRACTORIOFERIOR	esident	A or 10A, as heretofore cha 16A. NAME AND TITLE OF Michael Morar 16B. UNITED STATES OF	CONTRACTING OFFICE		ont)	offect.
And I. Hairan	111	Nicha	A LOOG		166.	DATE SIGN
(Signature of person authorized to sign)	- 4/17/08	The second secon	e of Contracting Officer)		-121.	5/08

AMEN	IDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE OF PAGES
2. AMENDMEN	IT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ. NO.	5. PROJECT	NO. (If applicable)
06		05/01/08			<u>.</u>	<u> </u>
6. ISSUED BY	CODE		7. ADMINISTERED BY (II	other than Item 6)	CODE	
Office 4601 N.	partment of Justice of the Federal Detention Fairfax Drive, Ste 910 on, VA 22203	and Trustee	See Box 6			
8. NAME AND	ADDRESS OF CONTRACTOR (No., atreet, cou	inty, State and ZIP Code)	1	(X) 9A. AMENDME	T OF SOLICIA	TION NO.
	tions Corporation of Ame	•		<del>177</del>		
	ton Hills Boulevard					
				9B. DATED (SEE	ITEM 11)	
MORITAT	lle, TN 37215			104 MODIFICA	TION OF COM	RACT/ORDER NO.
				ODT-7-0		PACITORDER NO.
				X 106. DATED (SE		
····						
CODE		CILITY CODE			0/07	
<del></del>	11. IHIS ITEN	UNLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS		
The above	numbored solicitation is amended as set forth	in item 14. The hour and o	date specified for receipt of (	Offers 🔲 Is ex	tended,	Is not extended.
	knowledge receipt of this amendment prior to					
			b) By acknowledging receipt			offer submitted:
	ate letter or telegram which includes a referent NATED FOR THE RECEIPT OF OFFERS PRICES I change an offer already submitted, such change nd is received prior to the opening hour and de	RE INDA OG LIMBO DA KRIGULELL	tendment numbers. FAILURE PECIFIED MAY RESULT IN R or letter, provided each tele	: OF YOUR ACKNOWLE EJECTION OF YOUR DI gram or latter makes re	DGMENT TO 8 FFER. If by virt ference to the e	E RECEIVED AT THE us of this amendment officiation and this
		,				
12. ALCOUNS	ING AND APPROPIRATION DATA (II required)					
	12 THE ITEM OF	UV ADDITE TO M	201510 1 71011 07 00			
	IT MODIFIES T	HE CONTRACT/OR	DDIFICATION OF COLDER NO. AS DESCRI	NTHACTS/ORDER BED IN ITEM 14	15.	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSI NO. IN ITEM 10A.				E IN THE CON	TRACT ORDER
	B. THE ABOVE NUMBERED CONTRACT/O oppropriation date, etc.) SET FORTH IN	ITEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.	CHANGES (such as ch 103(b).	angos in poyin	office,
	C. THIS SUPPLEMENTAL AGREEMENT IS	INTERED INTO PURSUANT	TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and	Lauthoritul	····			
×	Changes clause of the		32,243-11			
E. IMPORT	ANT: Contractor x is not,			ırn ——— co	pies to the	issuing office.
14. DESCRIPT	ION OF AMENDMENT/MODIFICATION (Organi	zed by UCF section heading	s, including solicitation/contr	act subject matter who	re feasible.)	
The Con prevent other a	tractor shall develop a part the introduction of contuition of contuition of the uthorities. This policy ent with state, local and	policy within a traband upon ad shall be certi	ixty days of th mission to or m	ne date of the celease from the Counsel t	is modif	lity or to
Except as prov 15A. NAME AI	ided herein, all terms and conditions of the doc ND TITLE OF SIGNER (Type or print)	tument referenced in Itam 9	16A. NAME AND TITLE OF	CONTRACTING OFFICE		
158. CONTRA	CTOR/OFFEROR	15C. DATE SIGNED	Michael Moran		<del></del>	I16C. DATE SIGNE
<u> </u>		The state of the s	Mahao	Alma		I I A I A
(Si	gnature of person authorized to sign)	<b>-</b> ∤	(Signature	of Contracting Officer		-14128 (08

AMENDMENT OF SOLICITATION	MODIFICATION C	F CONTRACT			DE	PAGE 1	OF PAGES
2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	QUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If appliebl				
Modification #7	06/01/08	N/A	LVN				
6. ISSUED BY CODE		7. ADMINISTERED BY (II	STERED BY (If other than Item 6) CODE				
Department of Justice Office of the Federal Detention	Trustee	Same as #6					
4601 North Fairfax Drive, Suite	910						
Washington, DC 20530							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, co.	inty, State and ZIP Code)		(X)	9A. AMENDMENT	OF SOLICIAT	TION NO.	
Corrections Corporation of Ame	rica						
10 Burton Hills Boulevard				9B. DATED (SEE I	TEM 11)		
Nashville, TN 37212							
						RACT/ORE	DER NO.
			×				
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT  AMENDMENT CODE  AMENDMENT							
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS			
The above numbered solicitation is amended as set forth	in Item 14. The hour and da	te specified for receipt of C	Offers	is exte	ended,	is not exte	ended.
-				•			
PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR 1 your desire to change an offer already submitted, such change	FO THE HOUR AND DATE SPI se may be made by telegram of	ECIFIED MAY RESULT IN R	REJECT	ION OF YOUR OFF	ER. If by virts	ue of this a	imendment
12. ACCOUNTING AND APPROPIRATION DATA (If required)							
2008-1020							
IT MODIFIES 1	HE CONTRACT/ORD	ER NO. AS DESCRIE	BED I	N ITEM 14.			
	UANT TO: (Specify authority)	THE CHANGES SET FORT	HINIT	EM 14 ARE MADE	EIN THE CON	TRACT OR	DER
appropriation date, etc.) SET FORTH IN	ITEM 14, PURSUANT TO TH	E AUTHORITY OF FAR 43.			nges in paying	office,	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT T	O AUTHORITY OF:					
		and her and G		G	-t- 2 -t-		
E. IMPORTANT: Contractor is not, 🔀	is required to sign this	document and retu	ırn –	cor	pies to the	issuing	office.
		-					
The purpose of this modification	n is to provide	for an updated	l Pr	icing Sche	edule fo	r the	
Pricing Schedule is incorporate	r Wage Determina d into the above	tion 2005-2307	/, R	evision #5 ther terms	. The	attach	ned ons
				orion continu	, und do		5116
Except as provided herein, all terms and conditions of the doc	curnent referenced in Item 9A	or 10A, as heretofore char	nged, r	emains unchanged	and in full for	ce and effi	ect.
15A. NAME AND TITLE OF SIGNER (Type or print)	. 11						
Federal and Local Clistoner	Relations	1					
					t Truste		ATE GIGNED
Van (. Hiar ge			IVIETII.	5		100.0	TE GINED
(Signature of person authorized to sign)	- 177 108	DOBE  Y APPLIES TO AMENDMENTS OF SOLICITATIONS  14. The hour and date specified for receipt of Offers is a extended, is not extended. In the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; application and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE AUGUSTA DESCRIBED IN TERM 14.  PPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  DITRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  D. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER  MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, 13, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  DITRO PURSUANT TO AUTHORITY OF:  INTO PURSUANT TO AUTHORITY OF:  INTO PURSUANT TO AUTHORITY OF:  INTO PURSUANT TO AUTHORITY OF ARE 43.103(b).  DITRO PURSUANT TO AUTHORITY OF ARE 43.103(b).  DITRO PURSUANT TO AUTHORITY OF ARE 43.103(b).  TO STANDARD SET OF A SECONDARD SET OF A SECONDARD SET OF THE AUTHORITY OF THE AUTHORITY OF ARE 43.103(b).  TO STANDARD SET OF THE AUTHORITY OF ARE 43.103(b).  DITRO PURSUANT TO AUTHORITY OF ARE 43.103(b).  DESCRIBED SECONDARD SET OF A SECONDARD SECONDARD SET OF A SECONDARD SET OF A SECONDARD SECONDARD SET OF A SECONDARD SET OF A SECONDARD					

		esignated Fed	leral Population 6	02 Prisoners				
			Base Period					
Performance Period	Fixed Payment		SCA Adjustment Adjusted Fixed Payment		Fixed Payment	Unit Price		
6/1/2008-12/31/2008	\$	1,529,504.00	\$ 9,786.80	\$	1,539,290.80	(b)		
1/1/09-12/31/09	\$	1,563,928.00	\$ 5,708.92	\$	1,569,636.92	5		
1/1/10-12/31/10	\$	(b) (4)			9	(b)		
1/1/11-12/31/11	\$	(b) (4)			3	3		
		C	ption Period #1					
Performance Period	Fixe	d Payment	SCA Adjustment	Adjusted F	Fixed Payment	Unit Price		
1/1/12-12/31/12	\$	(b) (4)						
1/1/13-12/31/13	\$							
1/1/14-12/31/14	\$							
1/1/15-12/31/15	\$							
1/1/16-12/31/16	\$							
		e	ption Period #2					
Performance Period	Fixe	d Payment	SCA Adjustment	Adjusted F	ixed Payment	Unit Price		
1/1/17-12/31/17	\$	(b) (4)						
1/1/18-12/31/18	\$							
1/1/19-12/31/19	s							
1/1/20-12/31/20	\$							
1/1/21-12/31/21	\$							
		U	puon Perioa #3					
Performance Period	Fixed	Payment	SCA Adjustment	Adjusted F	ixed Payment	Unit Price		
1/1/22-12/31/22	s	(b) (4)						
1/1/23-12/31/23	\$							
1/1/24-12/31/24	S							
1/1/25-12/31/25	S							
1/1/26-12/31/26	S							

AMENDMENT OF SOLICITATION	MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			DE PAGE OF PAG
. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	USMS MD	6. PROJECT NO. (If applicatio)
Modification #8	07/23/08	N/A		Maryland
ISSUED BY CODE		7. ADMINISTERED BY (II	other than Item 6)	CODE
Department of Justice Office of the Federal Detentio 1601 North Fairfax Drive, Suit Washington, DC 20530		Same as #6		
		·		
NAME AND ADDRESS OF CONTRACTOR (No., street, e			(X) 9A. AMENDMEN	IT OF SOLICIATION NO.
Corrections Corporation of Am	erica			
10 Burton Hills Boulevard			BB. DATED (SEE	ITEM 115
Nashville, TN 37212				
			10A. MODIFICA	TION OF CONTRACT/ORDER NO.
			V	0002-Leavenworth
			108. DATED (SE	EITEM 11)
ODE (F	ACILITY CODE		01/0	1/08
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
The above numbered solicitation is amended as set for	oth in item 9.8. The bear and		🗖 .	
Hore must enknowishe sensint of this emandment prior	restant the same and data anguland.	CERTE EDUCATION FOR PROPERTY OF C	offers in is ext	ended, is not extended.
ifers must soknowledge receipt of this emendment prior : By completing items 8 and 15, and returning				
(c) By separate letter or telegram which includes a rater. ACE DESIGNATED FOR THE RECEIPT OF OFFERS PRICE But design to change an offer abreedy submitted, such cha	copies of the smenament; {	D) By acknowledging receipt	of this amendment on e	with copy of the offer submitted;
nendment, and is received prior to the opening hour and 2. ACCOUNTING AND APPROPRATION DATA (if require 2008—1020	d)			
II MODIFIES	ONLY APPLIES TO MO THE CONTRACT/ORI	der no. As descri	BED IN ITEM 14.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUF NO. IN ITEM 10A.	SUANT TO: (Specify authorit	y) the changes set fort	H IN ITEM 14 ARE MAC	E IN THE CONTRACT ORDER
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORTH	ORDER IS MODIFIED TO REF	LECT THE ADMINISTRATIVE	CHANGES (such as ch	anges in poying office,
C. THIS SUPPLEMENTAL AGREEMENT	S ENTERED INTO PURSUANT	TO AUTHORITY OF:	100(0).	
X *Mutual Agreement of				
D. OTHER (Specify type of modification a	and suthority)			
. IMPORTANT: Contractor I is not,	is required to sign th	als document and retu	m <u>3</u> co	pies to the issuing office.
4. DESCRIPTION OF AMENDMENT/MODIFICATION (0191				
See Page #2 and 3.		Re' mondred activities and despite	ect subject matter wite	A (REPORT)
vad tage na tile 5.				
scopt as provided herein, all terms and conditions of the of EA. NAME AND TITLE OF SIGNER (Type or print)	document referenced in Item 5			
\ - 11		16A. NAME AND TITLE OF	CONTRACTING OFFIC	ER (Type or print)
Jan 1. Hinneer Senson U	P F/L Cushma	0		
58 CONTRACTONOFFEROR	16C. DATE SIGNED	Scott P. S.e.		nt Trustee 
Vann 7. Hininger	111	MAN	-3	111
(Signature of person authorized to sign)	1/21/08	- MARY TALL	e of Contracting Officer	1/22/0

## Modification to Contract Corrections Corporation of America

Contract #: ODT-7-C-0002

- 1. This Modification sets forth the terms pursuant to which the United States Marshal Service (hereinafter "USMS") will assign and the Contractor will house forty-eight (48) maximum custody male prisoners from the State of Maryland at the Leavenworth Detention Center (hereinafter "Facility"). The prisoners that are the subject of this Modification are referred to herein as "the Maryland Prisoners."
- 2. Except where provided otherwise herein, the housing of the Maryland Prisoners will be subject to the terms of Contract Number ODT-7-C-0002. This Modification is entered for the purpose of further defining the parties' contractual obligations relative to the housing of the Maryland Prisoners in the Facility.
- 3. This Modification is effective on the date of execution by the Contractor and USMS and shall terminate one year from this date. The term of this Modification may be extended only by mutual written agreement of the parties.
- 4. The USMS will pay the Contractor a fixed rate of \$159,797.00 per month for housing the Maryland Prisoners for each month this Modification remains in effect. The Contractor shall include a line item on its regularly submitted monthly invoice to reflect the services provided pursuant to this Modification. Invoices shall be submitted to:

USMS District of Maryland Attn: Ted Stoler 6115 U.S. Courthouse 101 W. Lombard Street Baltimore, Maryland 21201

The USMS contact for Maryland Prisoners will be Ted Stoler of USMS District of Maryland. He can be reached at:

E-mail <u>Ted.Stoler@usdoj.gov</u> Phone (410) 962-3533

- 5. CCA may offer educational and vocational programming to the Maryland Prisoners, if in the Contractor's judgment, the Maryland Prisoners are physically and mentally able to participate in the programming.
- 6. The USMS will reimburse the Contractor for all cost and expense incurred by the Contractor as a result of any and all unforeseen and unique circumstances that arise or develop as a result of the Maryland Prisoners being assigned to the Facility, including, but not limited to, any costs, losses, liabilities or damages that may result from litigation.

- 7. The Contractor will be responsible for transporting the Maryland Prisoners from the local airport to the Facility and from the Facility back to the local airport. The USMS will be responsible for all costs associated with transporting the Maryland Prisoners from the State of Maryland to the local airport and from the local airport back to Maryland.
- 8. If the Contractor determines, in its sole discretion, that a Maryland Prisoner is inappropriate for housing at the Facility, the USMS shall within seven (7) days retake custody of the Maryland Prisoner.
- 9. The Contractor may refuse any Maryland Prisoner that is deemed, in the Contractor's sole discretion, to be inappropriate for housing at the Facility.
- 10. The Contractor may unilaterally and immediately terminate this Modification if it determines that federal or state laws render fulfillment of the Contractor's obligations pursuant to this Modification illegal, impossible or impractical. Upon such termination, the parties will cooperate to effect the removal of the Maryland Prisoners from the Facility. The Contractor will make every effort to offer the USMS suitable alternative housing for the Maryland Prisoners within the Contractor's system.
- 11. Except as provided in paragraph 10, this Modification may be terminated, with or without cause, in advance of the specified expiration date, by either party with ninety (90) days advance written notice mailed to the other party by certified U.S. mail, return receipt requested. The USMS shall have ninety (90) days from the date of the termination notice to remove the Maryland Prisoners from the Facility. Notice of termination of this Modification shall run from the date of the postmark of original mailing by the party sending the notice. On termination of this Modification, all accounts and payments will be processed according to the financial arrangements set forth in the USMS Contract Number ODT-7-C-0002 for approved services rendered to date of termination.

(END)



## U.S. Department of Justice

## Office of the Detention Trustee

Washington, D.C. 20530

September 18, 2008

Bart Verhulst, Managing Director Federal/Local Customer Relations Corrections Corporation of America (CCA) 10 Burton Hills Boulevard Nashville, Tennessee 37215

Dear Mr. Verhulst:

This letter concerns the recent change in the Standard Operating Procedures for Background Investigations and United States Marshals Service (USMS) Acceptability Standards. We recently modified our contracts with the new procedures:

Central Arizona Detention Facility	MS-03-D0013
Leavenworth Detention Facility	ODT-7-C-0002
Webb County Detention Facility	ODT-8-C-0002
West Tennessee Detention Center	MS-02-D-0007
Nevada Detention Facility	ODT-8-C-0001

These new procedures outlined in the modification(s) supersede previous procedures and do not augment staffing procedures listed in the contract. The procedures streamline the process of granting approval for employment and the background investigation process. The USMS designed their process to match that of the Federal Bureau of Prisons to standardize the procedures in your contracts with Department of Justice components.

If you have any questions or would like to discuss this matter, please contact me at (202) 353-4601.

Sincerely,

Scott P. Stermer.

Assistant Trustee for Procurement

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE PAGE				OF	PAGES	
				Leavenworth, KS 1 14					
2. AMENDMEN Modifica	T/MODIFICAITON NO. ation #9	3. EFFECTIVE DATE 08/05/08	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If app N/A N/A				plicbl	e)	
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10 Burt	ton Hill Boulevard				9B. DATED (SEE I	TEM 11)			
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×	52.243-1 Changes - Fix	ed Price Altern	ate I (APR 1984	1)					
	B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN					nges in payir	g office,		
	C. THIS SUPPLEMENTAL AGREEMENT IS E		O AUTHORITY OF:						
	D. OTHER (Specify type of modification and	d authority)							
E. IMPORTA	ANT: Contractor is not,	is required to sign thi	s document and retu	ırn -		pies to the	: issuin	g off	fice.
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Except as provid	ded herein, all terms and conditions of the doc	cument referenced in Item 9A	or 10A, as heretofore cha	nged,	remains unchanged	and in full fo	orce and e	ffect.	
Anthon	DEVELOP SIGNER (Type or print)	Vice President	16A. NAME AND TITLE OF Scott P. Ster		TRACTING OFFICE	R (Type or pr	nt)		
DUSINESS	Development		Assistant (Tru			urement			
NT CONTRAC	TOR/OFFEROR		16B. UNITED STATES OF A		CA		16C. I	DATE	SIGNED
/ (Sig	gnature of person authorized to sign)	- 4.26.08		_	ontracting Officer)		- 0	15	108

## **C.5.3.1** Employment Procedures

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

Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps are completed for each applicant, full time or part time, as listed below and provide the results to the USMS COTR for the applicable facility:

- 1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form)
- 2. Coordinate with the assigned USMS COTR the process for USMS staff to conduct criminal history checks (National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS) check performed on prospective employee.
- 3. Conduct a pre-employment interview.
- 4. Certify the applicant is a U.S. citizen (See below Other Requirements)
- 5. Certify the applicant has met residency requirements (See below Other Requirements)
- 6. Perform a local law enforcement agency check for the past five years as part of Limited Background Investigation (LBI) or equivalent background investigation
- 7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
- 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P "Questionnaire for Public Trust Positions".
- Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S) if they will occupy an armed position.
- 10. Voucher the applicant's employment record for the past five years.
- 11. The Warden or designee will submit the FD-258 fingerprint card (supplied by the COTR) for each applicant directly to the FBI for the fingerprint check. All results of the fingerprint check will be received by the COTR. The fingerprint cards should have the ORI designation assigned to the COTR's district.

The determination for employment suitability must be made using the USMS' current Guidelines of Acceptability. Based on steps 1 - 11 and the Guidelines of Acceptability, the contractor will determine if the applicant is suitable for employment.

The Warden shall certify that steps 1 - 11 have been completed with satisfactory results and submit this certification with the applicant's information to the USMS COTR for conditional approval. Prior to issuing the conditional approval the COTR shall complete the following steps:

- 12. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
- 13. Upon favorable results of fingerprints and NCIC/NLETS; the COTR shall grant a conditional approval. The conditional approval shall include the following: full name, date of birth, social security number and position applied for.
- 14. If the fingerprint results or NCIC/NLETS contain derogatory information the conditional may or may not be issued based on the Guidelines for Acceptability. If the COTR desires additional information to resolve the issue, the warden or his designee shall be contacted to obtain additional information from the applicant.

After receiving the USMS' conditional approval the contractor shall proceed with the following steps:

15. Notify USMS COTR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.

Contractor responsibilities subsequent to EOD date:

16. Receipt and review of the background investigation.

The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have contact with federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall have contact with Federal Detainees, files, records, or movement records.

Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the background investigation results using the Guidelines of Acceptability. The contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the USMS COTR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested from the USMS COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the USMS COTR a written final determination regarding the employee's continued employment under this contract. A copy of the background investigation report results shall be attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated every five years as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.

The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these records available to the USMS upon request.

Personnel working on this contract and requiring unescorted access to USMS facilities and or information systems are required to be approved by the USMS security office in accordance with Homeland Security Presidential Directive 12 as required by USMS Security Program Manager attachment B (available upon award). These personnel must be approved in writing by the USMS Personnel Security Branch before such access can be granted and may require and additional background investigation through the Office of Personnel Management at the minimum level of a NACI.

#### C.5.3.2 Waivers

If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable employee, the contractor may request a written waiver to the Guidelines, submitted to the USMS COTR, which includes:

- A. Details and circumstances of the applicant's behavior that is outside the Guidelines:
- B. Reason(s) why the applicant should receive further consideration; and:
- C. Availability of other suitable applicants.

### C.5.3.3 Other Requirements

The contractor must ensure all employment practices are in accordance with U.S. Department of Labor requirements in addition to state and local requirements. Contractors are advised that the following labor requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

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

The contractor shall not employ any individual who is not a United States citizen unless otherwise approved by the USMS COTR. Citizens of the United States include those who were: born in the United States (the fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin Islands; born outside the United States to parents who are citizens of the United States, one of which was physically present in the United States or one of its outlying possessions for a continuous period of one year at any time prior to the birth of the person (in some situations only one person has to be a citizen); naturalized as a United States Citizen; or otherwise granted citizenship under authorities described in law, beginning at 8 U.S.C. 1401.

Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (See http://www.opm.gov/employ/html/citizen.htm).

All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a position: (1) resided in the United States three of the past five years; (2) worked for the United States overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas.

The USMS will have final approval for non-citizen and non-residency employment for all potential employees and subcontractors.

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

## C.5.3.4 Employment Agreement

In the absence of a collective bargaining agreement, the contractor must enter into a written employment agreement with each employee assigned to work at the contractor's facility. This agreement must provide that, in recognition of the public safety requirements for uninterrupted services at the contractor's facility and in return for adequate consideration, including grievance procedures, the contractor employee agrees not to strike or otherwise interrupt normal operations at the contractor's facility without giving 10 days advance written notice. The contractor shall ensure that a contingency plan covering work actions or strikes is developed and maintained in a secure location. In the event the contractor negotiates collective bargaining agreements applicable to the work force under the contract, the contractor must use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

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

# Guidelines of Acceptability For USMS Contract Jails

- A. INTRODUCTION: The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is suitable for government employment. These functions should be conducted, whenever possible, by designated security personnel outside of the applicant's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the applicant. Any reference to "government applicant" within this document includes persons working under contract.
- B. <u>PURPOSE</u>: The purpose of this document is to assist the contract jail Warden or designee and the U.S. Marshals Service (USMS) COTR. The background investigations are conducted by the a private entity or company under contract with the warden of that facility. The background investigation is conducted in accordance with the employment procedures outlines in C.5.3.1. of the contract.

Interviews are conducted to validate the information the subject provided on the SF 85P "Questionnaire for Public Trust Positions." Interviews are also for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

C. <u>PRINCIPALS</u>: All derogatory information shall be favorably resolved by the contractor before the USMS COTR will consider granting final approval for applicants to work with federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant or provide documented resolution. It is <u>not</u> sufficient to resolve derogatory information by merely indicating that the subject exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render a person susceptible to coercion, duress, or blackmail will be subject to the following guidelines:

- 1. If the background investigation or reinvestigation demonstrates that the applicant/employee is open regarding his or her conduct, no personal interview or other action is warranted unless deemed necessary by the Warden or his designee.
- 2. If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the person is concealing any conduct that

reasonably would subject the person to coercion, duress, or blackmail, the Warden or designee will arrange for an interview with the applicant/employee to discuss:

- a. The issue of concealed conduct that was raised during the background investigation or reinvestigation and whether or not the person is in fact concealing any conduct that reasonably would subject the person to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
- b. If the person may be concealing conduct that reasonably would subject the person to coercion, the interviewer will continue to discuss:
  - 1. The contractor's concern regarding the potential for coercion, pressure, manipulation, or blackmail;
  - 2. The contractor's Employee Standards of Conduct requirement that the applicant/employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the applicant/employee's acknowledgment of the reporting requirements and submit it with the applicant/employee's personnel file. The applicant/employee is not required to sign any documentation.

Resolution of derogatory information should afford the subject an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story." Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information which appears derogatory can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances which clarify the derogatory information.

Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an individual may not possess of one or more of these qualities.

- D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:
  - 1. Loyalty. Any information which indicates that the subject is not loyal to the United States should be identified as derogatory. Any background investigation which presents information which questions an applicant/employee's loyalty to the United States must be brought to the attention of the USMS COTR. If an applicant is found to be suitable or unsuitable for employment under this criteria, the USMS COTR shall be advised.

Several examples which should bring into question an individual's loyalty are:

Advocating force or violence to overthrow the government of the United States;

Establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States; or

Membership in organizations which systematically commit criminal acts against the United States Government.

2. Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence that the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information which tends to show the individual may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the subject and the relatives or associates. Therefore, the following information should be obtained from all applicants/employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

Name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);

Relationship between subject and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.):

The frequency of contact- past, present and future--with the foreign citizen; or

The form of such contact (personal visits, letters, cards or telephone calls).

3. Undesirable Character Traits. Any trait(s) which may show the individual to be unreliable, untrustworthy or open to compromise is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an applicant/employee. The following examples are provided:

- a. Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence that the individual could be coerced or blackmailed due to sexual conduct. Should it be determined that an applicant/employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved.
- b. Alcoholism: Any information which tends to show that the individual uses alcohol to excess or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for a pattern of behavior versus. an isolated incident.
- 4. Psychological Conditions: Certain emotional, mental, and personality conditions can impair judgment, reliability, or trustworthiness. Treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, is significant and must be clarified to determine whether the subject's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Treatment for a mental, emotional, or personality condition must be accompanied by a recommendation from a competent mental health professional that the applicant/employee is capable to perform the duties of a public trust position and the applicant does not pose a risk to themselves or others. The applicant should display sound judgment and reliability.

5. Financial Responsibility. Failure or inability to live within one's means, satisfy debts, and meet financial obligations may indicate poor self-control, a lack of judgment, or unwillingness to abide by rules and regulations. Indebtedness becomes a legitimate concern when an individual begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. It is important to determine if the individual considers the debt just.

Some debts are clearly not the responsibility of an individual and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the individual and

appropriate documentation provided. Any disputes between the applicant and the credit agency must be resolved by the applicant and documentation submitted.

Similarly, the repossession of an automobile for non-payment, and eviction from rental housing for non-payment, should be explained by the applicant/employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

6. Dishonesty. Individuals entering service under this contract must be "....trustworthy...and of good conduct and character..." This requires that applicant/employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication that the applicant/employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, <u>all</u> discrepancies must be resolved.

- 7. Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. Criminal activity creates a doubt aout a person's judgment, reliability, and trustworthiness. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence that the applicant/employee has been rehabilitated.
- 8. Drug Usage: Evidence of the illegal use of prescription or nonprescription drugs by an applicant/employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the applicant/employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the applicant/employee receive for drug usage.
- 9. Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from unprotected sources can be used.
- (10) Classified Information. Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. Background investigations containing such information shall be handled appropriately by the contractor.

E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the applicant/employee.

## **Contractor and COTR Standard Operating Procedures**

## Contractor Responsibilities Pre-Appointment

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

Based on the following and the Guidelines of Acceptability, the warden or designee will determine if the applicant is suitable for employment. The warden or designee shall certify that the following steps have been completed with satisfactory results and submit the certification with the applicant's information.

- 1. The Warden or designee will conduct a pre-employment interview.
- 2. The Warden or designee will conduct a credit check for employment purposes as described in the Fair Credit Reporting Act. A copy of the credit report will be included in the package.
- 3. The Warden or designee will supply a copy of a correctly filled out Questionnaire for Public Trust Positions, SF-85P, completed by the applicant. If the applicant is required to carry a firearm while in the performance of their duties, a form SF-85P-S will be used.
- 4. The Warden or designee will provide the COTR with two FD-258 fingerprint cards for each applicant. The COTR will supply the contractor with fingerprint cards bearing the ORI of the COTR's office. When the COTR receives the completed fingerprint cards, he/she will mail them to the FBI. All results of the fingerprint check will be received by the COTR.
- 5. The Warden or designee will voucher the applicant's employment records for the past five years.
- 6. The Warden or designee will certify in writing that the applicant is a United States citizen or legal resident of the United Stated verified by appropriate documentation. For non-citizens applicants or subcontractors, the contractor must seek approval from the USMS COTR. Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (see http://www.opm.gov/employ/html/citizen.htm).
- 7. The Warden or designee will certify that the applicant has met the residency requirements.
- 8. The Warden or designee will certify that they have conducted a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace.
- 9. The Warden or designee will perform a local law enforcement agency check for the past five years as part of a background investigation.

## **Contractor and COTR Standard Operating Procedures**

- 10. Additionally the Warden or designee will submit one completed fingerprint card (FD 258 version) to the FBI. The card will bear the ORI number for the COTR's district. The FBI will send the results directly to the COTR.
- 11. The Warden shall certify the above steps have been completed with satisfactory results and submit the certification to the USMS COTR requesting a conditional approval.
- 12. After receiving the USMS' conditional approval the contractor notify USMS COTR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.
- 13. The Warden or designee is responsible for reviewing and adjudicating the background investigation (see below for further details).

## USMS/COTR Responsibilities

Upon receipt of the conditional request memo or letter, the USMS COTR will run NCIC/NLET and submit the fingerprint card to the FBI.

Prior to issuing the conditional approval the COTR shall complete the following steps:

- 1. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
- 2. Upon favorable results of fingerprints and NCIC/NLETS; the COTR shall grant a conditional approval. The conditional approval shall include the following: full name, date of birth, social security number and position applied for.
- 3. If the fingerprint results or NCIC/NLETS contain derogatory information the conditional may or may not be issued based on the Guidelines for Acceptability. If the COTR desires additional information to resolve the issue, the warden or his designee shall be contacted to obtain additional information from the applicant.

The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have contact with federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall have contact with Federal Detainees, files, records, or movement records.

The COTR will keep a roster or spreadsheet that lists each employee at the contract facility, their title, their EOD date, date of conditional approval, the date their background investigation was received, the date their background was adjudicated and the date they were separated from employment.

### **Contractor and COTR Standard Operating Procedures**

Once the NCIC/NLETS results are no longer needed, they will be destroyed. They will not be kept in the personnel files.

### Contractor Responsibilities Post Appointment

Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the background investigation results using the Guidelines of Acceptability. The contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the USMS COTR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested from the USMS COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the USMS COTR a written final determination regarding the employee's continued employment under this contract. A copy of the background investigation report results shall be attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated every five years as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.

The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these records available to the USMS upon request.

Personnel working on this contract and requiring unescorted access to USMS facilities and or information systems are required to be approved by the USMS security office in accordance with Homeland Security Presidential Directive 12 as required by USMS Security Program Manager attachment B (available upon award). These personnel must be approved in writing by the USMS Personnel Security Branch before such access can be granted and may require and additional background investigation through the Office of Personnel Management at the minimum level of a NACI.

If the Warden or designee wishes to employee the applicant after finding that the applicant does not meet U. S. Marshals Service Guidelines of Acceptability, the contractor may submit a written request for a waiver. The request will contain the following:

- a. the details and circumstances of the applicant's behaviour that is outside the guidelines;
- b. the reasons why the applicant should receive further consideration;
- c. the availability of other suitable applicants.

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AMENDMENT OF SOLICITATION/	MODIFICATION C	F CONTRACT			1 1
Z. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REQ, NO.	5. PROJECT NO	O. (If applicate)
Modification #10	10/21/08	7. ADMINISTERED BY (	f other than Itam (I)	CODE 1	
6. ISSUED BY CODE		Y ADMINIO IEUED BY (I	i other theil item ()	<b>-</b>	
U.S. Department of Justice Office of the Federal Detention 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203	and Trustee	Same as #6			
B. NAME AND ADDRESS OF CONTRACTOR (No., street, por	unty, State and ZIP Code)	<u> </u>	(X) 9A. AMENDM	ENT OF SOLICIATIO	ON NO.
Corrections Corporation of Ame	rica				
10 Burton Hills Boulevard			9B, DATED (S	FF ITEM 111	
Nashville, TN 37215	Attn: Damon Hin	inger .			
			10A, MODIFIC	CATION OF CONTR	ACT/ORDER NO.
			· • —	-C-0002-Lea	venworth
			10B. DATED	SEE ITEM 11)	•
CODE	CILITY CODE		01,	/01/08	
	M ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	3	
or (c) By separate letter or talegram which includes a referent PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRICE your desire to change an offer already submitted, such change amendment, and is received prior to the opening hour and di-	the hour and date specified it copies of the amendment; ib too to the solicitation and ame TO THE HOUR AND DATE Spermay be made by telegreen at a specified.	n the solicitation or as and ) By acknowledging raceip Indianat members. FAILUI FCIFIED MAY RESULT IN	ended, by one of the fort of this amendment of this amendment of the OF YOUR ACKNOW REJECTION OF YOUR	ollowing methods: n cach copy of the CLEDGMENT TO BE	RECEIVED AT THE
12. ACCOUNTING AND APPROPRIATION DATA (If required	)				<del></del>
2008-1020			·		
13. THIS ITEM O	NLY APPLIES TO MO THE CONTRACT/ORD	DIFICATION OF CO ER NO. AS DESCR	NTRACTS/ORD IBED IN ITEM 14	ers. 1.	
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS NO. IN ITEM 10A.	SUANT TO: (Specify authority	) the changes set for	TH IN ITEM 14 ARE N	IADE IN THE CONTI	
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, atc., SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS	l ITEM 14, PURSUANT TO TH	IE AUTHORITY OF FAR 4	/E CHANGES (such as 3.103(b).	changes in paying o	office,
D OTHER Specific to a of modification of	ed outbooks it				
D. OTHER (Specify typo of medification an					
E. IMPORTANT: Contractor is not,	is required to sign thi	s document and ref	urn ——	copies to the i	ssuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ				horo faasibla.)	
Contract ODT-7-C-0002 for Deten	tion Services i	s hereby modif	ied to:		
A. Change the Contracting Offi information for Deborah M. John Address: 4601 North Fairfax Dr Phone: 202-353-4601 Fax	son is as follo ive, Arlington,	ws:	Deborah M. (	Johnson. I	he contact
B. All other terms of the cont					
Except as provided herein, all terms and conditions of the do 16A. NAME AND TITLE OF SIGNER (Type or print)	eument referenced in Item 9/	or 10A, as homtofore ch	anged, remains unchei	ngod and in full forc	e and effect.
	l	18A. NAME AND TITLE O	F CONTRACTING OFF	ICER (Type or print)	
15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED		rmer, Assist	ant Truste	T
	DATE BIGNES	A LACTURE OF	AMERICA		18C, DATE SIGNED
(Signature of porson authorized to sign)	<u>—                                     </u>	WP/\ Pignatu	re of Contracting Offic	ei)	121 0B
NSN 7540-01-152-8070	7	) 0		ANDARD FOR	M 20 (05) 46 45

AMENDMENT OF SOLICITATION/	MODIFICATION C	F CONTRACT	1. CONTRACT ID COL	DE PAGE OF PAGES
	3. EFFECTIVE DATE	14. REQUISITION/PURCH/	ASE REQ. NO.	6. PROJECT ND. (if applicable)
2. AMENDMENT/MODIFICATION NO.	11/06/08	THE COLOTTON IN SHOULD		Leavenworth
0011 6. ISSUED BY CODE		7. ADMINISTERED BY III	other than Item 8)	CODE
U.S. Department of Justice Office of the Federal Detention 4601 North Fairfax Drive, Suite Arlington, VA 22203	Trustee 910	same as blo	ek #6	
8. NAME AND ADDRESS OF CONTRACTOR (No., atrest, con	inty, State and ZIP Codo)		(X) 9A. AMENDMEN	IT OF SOLICIATION NO.
Corrections Corporation of Ame				
10 Burton Hills Boulevard			98, DATED (SEE	ITCM 11)
			36. DATED (SEE	CITEIVE TIT
Nashville, TN 37215			ODT-7-C-	
	CILITY CODE		l	30/07
11. THIS ITE	VI ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
Offers must scknowledge receipt of this amendment prior to ta)By completing items 8 and 15, and returning or (a) By separate letter or telegram which includes a reference of DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR your desire to change an offer stready submitted, such changement, and is received prior to the opening hour and desire to the opening hour and desired prior to the opening hour and des	copies of the amendment; (I noe to the solicitation and am TO THE HOUR AND DATE S se may be made by telegram	b) By acknowledging receip lendment numbers. FAILUF DECISION MAY BEST II TIM	t of this amendment on o RE OF YOUR ACKNOWLE REJECTION OF YOUR O	each copy of the offer submitted; EDGMENT TO BE RECEIVED AT THE IFFER. If by victor of this amendment
12. ACCOUNTING AND APPROPRATION DATA (If required	n			
N/A		\$0.00		
13. THIS ITEM C	NLY APPLIES TO MO THE CONTRACT/OR	DDIFICATION OF CO DER NO. AS DESCR	IBED IN ITEM 14.	RS.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURS	SUANT TO: (Specify authorit	y) the changes set for	TH IN ITEM 14 ARE MA	DE IN THE CONTRACT ORDER
B. THE ABOVE NUMBERED CONTRACT/ appropriation data, etc.) SET FORTH II	N ITEM 14, PURSUANT TO 1	THE AUTHORITY OF FAR 4	VE CHANGES (such as c 3.103(b).	hanges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT	TO AUTHORITY OF:		
Far Part 52.222-43 Fa	ir labor Standa:			
E. IMPORTANT: Contractor x is not,	is required to sign th	nis document and re	turn ——— c	opies to the issuing office.
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organization Contract Number ODT-7-C-0002 in Incorporate the Department of 06/11/08. In accordance with Contracting Officer of any increceiving a new wage determina the contracting officer. The December 8, 2008 to Deborah. Journary 6, 2009.	s hereby modifice Labor Wage Determine Far 52.222 rease or decreation, unless the date for submissions on 3 @usdoj.go	ed to: rmination No. 2 -43(f) the cont se claimed unde is notification sion of any cla v. New wages	2005-2307 (Rectartor shall ar this claus of period is exampled in shall be will take effectively.	v. No. 7) dated notify the e within 30 days after xtended in writing by submitted by ect on
Except as provided herein, all terms and conditions of the o	ioument references in Item)	16A. NAME AND TITLE	OF CONTRACTING OFFI	
168. CONTRACTOR/OPPEROR	16C. DATE SIGNED	Deborah M. J		16C. DATE SIGNED
(Signature of person authorized to algn)		(Signat	ure of Controcting Office	11/6/08
				AIDADD FORMADA ADADA

Division of

Wage Determinations

WD 05-2307 (Rev.-7) was first posted on www.wdol.gov on 06/17/2008 \* \*\*\*\*\*\*\*\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | By direction of the Secretary of Labor |

U.S. DEPARTMENT OF LABOR THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2307

Revision No.: 7

**OFDT** 

Date Of Revision: 06/11/2008

States: Kansas, Missouri

Shirley F. Ebbesen

Director

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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

OCCUPATION CODE - TITLE	MUMINIM	WAGE	RATE
01000 - Administrative Support And Clerical Occupations			
01011 - Accounting Clerk I			13.44
01012 - Accounting Clerk II			15.08
01013 - Accounting Clerk III			17.77
01020 - Administrative Assistant			21.80
01040 - Court Reporter			18.32
01051 - Data Entry Operator I			11.90
01052 - Data Entry Operator II			14.14
01060 - Dispatcher, Motor Vehicle			18.55
01070 - Document Preparation Clerk			13.03
01090 - Duplicating Machine Operator		•	13.03
01111 - General Clerk I			12.50
01112 - General Clerk II			14.03
01113 - General Clerk III			15.79
01120 - Housing Referral Assistant			19.64
01141 - Messenger Courier			10.91
01191 - Order Clerk I			12.73
01192 - Order Clerk II			15.29
01261 - Personnel Assistant (Employment) I			16.17
01262 - Personnel Assistant (Employment) II			17.97
01263 - Personnel Assistant (Employment) III			19.54
01270 - Production Control Clerk			19.03
01280 - Receptionist			12.56
01290 - Rental Clerk			14.73
01300 - Scheduler, Maintenance			14.91
01311 - Secretary I			14.91
01312 - Secretary II			1.6.60
01313 - Secretary III		•	19.64
01320 - Service Order Dispatcher			21.18
01410 - Supply Technician			23.03
01420 - Survey Worker 01531 - Travel Clerk I			15.47
01531 - Travel Clerk I 01532 - Travel Clerk II			12.20 13.17
01532 - Travel Clerk III			14.14
Ol611 - Word Processor I			12.92
01612 - Word Processor II			15.11

01613 - Word Processor III	16.44
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.03
05010 - Automotive Electrician	19.32
05040 - Automotive Glass Installer	18.59
05070 - Automotive Worker	18.59
05110 - Mobile Equipment Servicer	16.51
05130 - Motor Equipment Metal Mechanic	20.03 18.59
05160 - Motor Equipment Metal Worker	21.70
05190 - Motor Vehicle Mechanic	15.47
05220 - Motor Vehicle Mechanic Helper	17.54
05250 - Motor Vehicle Upholstery Worker	18.59
05280 - Motor Vehicle Wrecker	19.32
05310 - Painter, Automotive 05340 - Radiator Repair Specialist	18.59
05370 - Radiator Repair Specialist	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.20
07041 - Cook I	10.54
07042 - Cook II	1,1.88
07070 - Dishwasher	8.73
07130 - Food Service Worker	10.17
07210 - Meat Cutter	15.22
07260 - Waiter/Waitress	8.04
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.30
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.30
09090 - Furniture Refinisher Helper	15.46
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.30
11000 - General Services And Support Occupations	9.96
11030 - Cleaner, Vehicles	11.75
11060 - Elevator Operator 11090 - Gardener	14.55
11122 - Housekeeping Aide	11.75
11150 - Janitor	11.75
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.63
11260 - Pruner	11.75
11270 - Tractor Operator	13.97
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	12.12
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	15.49
12012 - Certified Occupational Therapist Assistant	18.72
12015 - Certified Physical Therapist Assistant	18.96
12020 - Dental Assistant	14.64
12025 - Dental Hygienist	31.54
12030 - EKG Technician	22.03
l2035 - Electroneurodiagnostic Technologist 12040 - Emergency Medical Technician	22.03 15.90
12040 - Emergency Medical Technician 12071 - Licensed Practical Nurse I	13.90
12072 - Licensed Practical Nurse II	15.49
12073 - Licensed Practical Nurse III	17.30
12100 - Medical Assistant	13.16
12130 - Medical Laboratory Technician	14.91
12160 - Medical Record Clerk	13.38
12190 - Medical Record Technician	15.06
12195 - Medical Transcriptionist	15.29
12210 - Nuclear Medicine Technologist 12221 - Nursing Assistant I	30.07 9.93
warmy morreme t	7.73

10000 Numerica Accident II	11.18
12222 - Nursing Assistant II 12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	12.84
12236 - Optical Technician	12.35
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	23.92
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	26.17 26.15
12313 - Registered Nurse II, Specialist	33.15
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	38.03
12316 - Registered Nurse IV	19.20
12317 - Scheduler (Drug and Alcohol Testing)	17.40
13000 - Information And Arts Occupations 13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13012 - Exhibits Specialist III	29.94
13041 - Illustrator I	18.65
13042 - Illustrator II	22.33
13043 - Illustrator III	27.90
13047 - Librarian	30.95
13050 - Library Aide/Clerk	10.37
13054 - Library Information Technology Systems Administrator	22.53
13058 - Library Technician	13.21
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	15.21
13072 - Photographer II	17.32 21.07
13073 - Photographer III	25.78
13074 - Photographer IV 13075 - Photographer V	31.20
13110 - Video Teleconference Technician	17.17
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.91
14042 - Computer Operator II	17.82
14043 - Computer Operator III	1,9.87
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.53
14071 - Computer Programmer I (1)	21.01
14072 - Computer Programmer II (1)	26.04
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	-1 <b>E</b> Q1
14160 - Personal Computer Support Technician	15.91 23.48
15000 - Instructional Occupations	20.90
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.66
15020 - Aircrew Training Devices Instructor (Rated)	31.06
15030 - Air Crew Training Devices Instructor (Pilot)	37.21
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	24.22
15070 - Flight Instructor (Pilot)	37.21
15080 - Graphic Artist	23.00
15090 - Technical Instructor 15095 - Technical Instructor/Course Developer	20.37
15110 - Test Proctor	24.93 17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	±1.50
16010 - Assembler	8.69
•	,

	5 60
16030 - Counter Attendant	8.69
16040 - Dry Cleaner	11.21
16070 - Finisher, Flatwork, Machine	8.69
16090 - Presser, Hand	8.69
16110 - Presser, Machine, Drycleaning	8.69
16130 - Presser, Machine, Shirts	8.69
16160 - Presser, Machine, Wearing Apparel, Laundry	8.69
16190 - Sewing Machine Operator	12.04
16220 - Tailor	12.87
16250 - Washer, Machine	9.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.30
19040 - Tool And Die Maker	26.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.49
21030 - Material Coordinator	19.16
21040 - Material Expediter	19.16
21050 - Material Handling Laborer	14.72
21071 - Order Filler	12.29
21080 - Production Line Worker (Food Processing)	17.49
21110 - Shipping Packer	14.15
21130 - Shipping/Receiving Clerk	14.15
21140 - Store Worker I	12.58
21130 - Stock Clerk	17,26
21210 - Tools And Parts Attendant	17.49
21410 - Warehouse Specialist	17,49
23000 - Mechanics And Maintenance And Repair Occupations	27112
23010 - Mechanics And Maintenance And Repair Occupations 23010 - Aerospace Structural Welder	24.23
	23.45
23021 - Aircraft Mechanic I 23022 - Aircraft Mechanic II	24.23
	25.08
23023 - Aircraft Mechanic III	18.12
23040 - Aircraft Mechanic Helper	22.55
23050 - Aircraft, Painter	
23060 - Aircraft Servicer	20.53
23080 - Aircraft Worker	21.76
23110 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	26.38
23130 - Carpenter, Maintenance	21.55
23140 - Carpet Layer	21.48
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.13
23182 - Electronics Technician Maintenance II	26.65
23183 - Electronics Technician Maintenance III	27.20
23260 - Fabric Worker	17.52
23290 - Fire Alarm System Mechanic	20.01
23310 - Fire Extinguisher Repairer	1,6.62
23311 - Fuel Distribution System Mechanic	24.67
. 23312 - Fuel Distribution System Operator	19.32
23370 - General Maintenance Worker	18.57
23380 - Ground Support Equipment Mechanic	23.45
23381 - Ground Support Equipment Servicer	20.53
23382 - Ground Support Equipment Worker	21.76
23391 - Gunsmith I	16.62
23392 - Gunsmith II	19.16
23393 - Gunsmith III	21.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.74
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research	Facility)
22.46	55.5
23430 - Heavy Equipment Mechanic	20.04
23440 - Heavy Equipment Operator 23460 - Instrument Mechanic	20.69
23465 - Laboratory/Shelter Mechanic	20.56
	20 21
23470 - Laborer	20.31 13.10

			40 70
23510	- Locksmith		19.78
23530	- Machinery Maintenance Mechanic		20.60
23550	- Machinist, Maintenance		20.01
	- Maintenance Trades Helper		15.46
23591	- Metrology Technician I		20.56
23592	- Metrology Technician II		21.25
	- Metrology Technician III		21.99
	- Millwright		23.98
	- Office Appliance Repairer		19.32
	- Painter, Maintenance		19.30
	- Pipefitter, Maintenance		27.67
	- Plumber, Maintenance		24.62
	- Pneudraulic Systems Mechanic		21.22
	- Rigger		22.01
	- Scale Mechanic		19.16
	- Stale Mechanic - Sheet-Metal Worker, Maintenance		26.89
			20.43
23910	- Small Engine Mechanic - Telecommunications Mechanic I		22.68
			23.40
	- Telecommunications Mechanic II		22.59
	- Telephone Lineman		
	- Welder, Combination, Maintenance		20.01
	- Well Driller		21.20
23970	- Woodcraft Worker		21.22
23980	- Woodworker		16.50
24000 -	Personal Needs Occupations		
24570	- Child Care Attendant		9.66
24580	- Child Care Center Clerk		13.62
24610	- Chore Aide		9.30
	- Family Readiness And Support Services Coordinator		12.82
	- Homemaker		1.5.46
	Plant And System Operations Occupations .		
	- Boiler Tender		22.41
	- Sewage Plant Operator		1,9.36
	- Stationary Engineer		22.41
	- Ventilation Equipment Tender		15.46
	- Water Treatment Plant Operator	•	19.30
23210	Probability Commiss Operator		19.50
	Protective Service Occupations		17 00
	- Alarm Monitor		17.02
	- Baggage Inspector		13.19
	- Corrections Officer'		17.29
	- Court Security Officer		20.09
	- Detection Dog Handler		16.62
	- Detention Officer		17.29
	- Firefighter		19.21
27101	- Guard I		13.19
27102	- Guard II		16.62
27131	- Police Officer I		21.52
27132	- Police Officer II	•	23.92
28000 -	Recreation Occupations		
	- Carnival Equipment Operator		10.70
	- Carnival Equipment Repairer		11.41
	- Carnival Equpment Worker		8.65
	- Gate Attendant/Gate Tender		12.73
	- Lifeguard		11.34
	- Park Attendant (Aide)		14.24
	- Recreation Aide/Health Facility Attendant		11.10
28515	- Recreation Specialist		16.05
28630	- Sports Official		11.34
	- Swimming Pool Operator		19.20
	Stevedoring/Longshoremen Occupational Services		
	- Blocker And Bracer		21.17
	- Hatch Tender		20.26
	- Line Handler		20.26
	- Stevedome I	•	19.51

29042 - Stevedore II	21.48
30000 - Technical Occupations	33.96
30010 - Air Traffic Control Specialist, Center (HFO) (2)	23.42
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.79
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	15.81
30021 - Archeological Technician I 30022 - Archeological Technician II	17.67
30022 - Archeological Technician III	21.89
30030 - Cartographic Technician	23.94
30040 - Civil Engineering Technician	22.80
30061 - Drafter/CAD Operator I	17.27
30062 - Drafter/CAD Operator II	19.48
30063 - Drafter/CAD Operator III	21.28
30064 - Drafter/CAD Operator IV	25.78
30081 - Engineering Technician I	15.54
30082 - Engineering Technician II	19.08
30083 - Engineering Technician III	21,95
30084 - Engineering Technician IV	24.41
30085 - Engineering Technician V	29.54
30086 - Engineering Technician VI	36.00
30090 - Environmental Technician	20.48
30210 - Laboratory Technician	19.61
30240 - Mathematical Technician	23.94 15.63
30361 - Paralegal/Legal Assistant I	20.18
30362 - Paralegal/Legal Assistant II	24.68
30363 - Paralegal/Legal Assistant III	29.86
30364 - Paralegal/Legal Assistant IV	23.94
30390 - Photo-Optics Technician	19.76
30461 - Technical Writer I 30462 - Technical Writer II	24.16
30463 - Technical Writer III	29.23
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	36.90
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	20.92
30621 - Weather Observer, Senior (2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.37
31030 - Bus Driver	17.28
31043 - Driver Courier	13.25
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	14.34
31310 - Taxi Driver	10.88
31361 - Truckdriver, Light 31362 - Truckdriver, Medium	14.34 19.23
31363 - Truckdriver, Medium 31363 - Truckdriver, Heavy	19.23
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	19.50
99030 - Cashier	9.26
99050 - Desk Clerk	9.07
99095 - Embalmer	20.21
99251 - Laboratory Animal Caretaker I	9.60
99252 - Laboratory Animal Caretaker II	10.39
99310 - Mortician	24.99
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	11.65
99710 - Recycling Laborer 99711 - Recycling Specialist	15.79
99730 - Refuse Collector	18.79 14.15
99810 - Sales Clerk	14.15
99820 - School Crossing Guard	9.31
99830 - Survey Party Chief	21.44
	A - 1 - 1 - 1

99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
• <del>-</del>	13.19
99840 - Vending Machine Attendant	
99841 - Vending Machine Repairer	15.86
99842 - Vending Machine Repairer Helper	13.19

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):

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

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

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

### \*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

### Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

	n amenina primi pri amenina	E CONTRACT	1. CONTRACT ID CO	1	OF PAGES
AMENDMENT OF SOLICITATION				5. PROJECT NO. (If a	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4, REQUISITION/PURCHA	ise red, no.	a, Phosect No. In a	übicom
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Corrections Corporation of Ame	erica				
10 Burton Hills Boulevard			98. DATED ISE	EITEM (2)	
Nashville, TN 37212					
		•	E ODT-7-C	60 ITEM 11)	,CN HIORC
	ACILITY CODE		1	01/07	
11. THIS ITE	m only applies to	AMENDMENTS OF	SOLICITATIONS		
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B. The above numbered contract appropriation data, sit. I set forth C. This supplemental agreement is	IN ITEM 14, PURSUANT TO TI S ENTERED INTO PURSUANT	HE AUTHORITY OF FAR A:		changes in paying office	
D. OTHER (Specify type of modification of FAR Part 52.222-43 Fa	•	ds Act and 43.	103(a) Servi	ce Contract	Act
, , , , , , , , , , , , , , , , , , , ,	is required to sign th			copies to the issu	ing office.
14. DESCRIPTION OF AMENDMENT/AMEDICATION (O): Contract Number ODT-7-C-0002 f is hereby modified to:  1. Update the pricing schedul No. 2005-2307, Revision No. 7, contract, All other terms and	or private deten	tion services ion of Departm ricing schedul	at Leavenwor	th Detention Wage Determ	inations
Should you have any questions,	please contact	Deborah M. Joh	mson on 202.	353,4601,	
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	Designated Fed	deral Population 6	02 Prisoners	
		Base Period		
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
AN - 18 - 6/1/2008 - 12/31/2008	5 (529,504,00)	\$ 9,786.80	\$ 1,539,290.80	<b>(</b> b) (4)
1/1/09-12/31/09	\$ 1,569,636.92	\$ 5,582.18	\$ 1,575,219.10	\$
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Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
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1/1/25-12/31/25				
1/1/26-12/31/26				

AMEND	MENT OF SOLICITATION/	MODIFICATION (	OF CONTRACT	1, CON	TRACT ID COL	DÉ	PAGE 1	OF PAGE
2. AMENDMENTIN	ODIFICATION NO.	3, EFFECTIVE DATE 02/17/09	4. REQUISITION/PURCHA			5. PROJECT Leave		
6. ISSUED BY	CODE		7. ADMINISTERED BY (IF	other the	n (tern 6)	CODE	L	
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Nashvill	e, TN 37215				. DATED JOEE	11200 111		
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CODE	Iga	CILITY CODE			01/0	1/07		•
		M ONLY APPLIES TO	AMENDMENTS OF	SOLICI		· · · · · · · · · · · · · · · · · · ·	:	
PLACE DESIGNATI your desire to char amendment, and is	letter or telegram which includes a referent ED FOR THE RECEIPT OF OFFERS PRICHT age an offer already submitted, such changs received prior to the opening hour and do AND APPROPIRATION DATA III required	TO THE HOUR AND DATE SI go may be made by telegram ste specified.	PECIFIED MAY RESULT IN R or latter, provided each tels	Braw or g	N OF YOUR OF otter makes ref	FER. If by vir cronce to the	tua of this	amendment
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CHECK ONE A.						IE IN THE COM	ntract c	ROER
<b>X</b> B.	THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.) SET FORTH IN THIS SUPPLEMENTAL AGREEMENT IS	I ITEM 14, PURSUANT TO T	HE AUTHORITY OF FAR 43.		ES (such as ch	angas in payir	g offica,	
D.	OTHER (Specify type of modification an						_	· · · · · ·
E. IMPORTAN	NT: Contractor 🗷 is not, 🗌	is required to sign th	is document and retu	irn —	со	pies to the	e issuing	g office.
14. DESCRIPTION	OF AMENDMENT/MODIFICATION (Organ	hized by UCF section heading	s, including solicitation/confi	ract subje	ct matter wher	re teasible.)	~~~~~	
1. Corre quarter, Technical 2. Incordocumenta 1-800 num	Number ODT-7-C-0002, inct Modification 05, dated of the calendar year, and Representative the farporate the attached Protection shall be placed of their must be accessible terms and conditions	ted 2/5/08, fir the Contractor cility's current cisoners Rape El on the detainee to the detaine	st sentence to shall provide a it staffing comp imination Act, bulletin boards ses through the	to the plement publ. s in a	e Contra nt and v ished Fe all unit	cting O acancie bruary ; s. Add:	ffice: s. 2008. itions	This
	herein, all terms and conditions of the de TITLE OF SIGNER (Type or print)	ocument referenced in Item 8	A or 10A, as heretofore cha					ffect.
				. 2				
15B. CONTRACTO	NAME TO BE A STATE OF THE STATE	1160 0170 00000	Deborah M. Jo				1488	·
.se. contract	JINGTENUN	15C. DATE SIGNED	168 PHITED STATES OF	AMERICA	hana. E	2		Date signe
(Signe	sture of person authorized to sign)	—	(Signatur	n of Cont	racting Officer)		-  a	18/0

### Prisoner Rape Elimination Act Reporting Information

# SEXUAL ASSAULT AWARENESS

This document is required to be posted in each While detained by the Department of Justice, Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be United States Marshals Service, you have a used and adapted by Intergovernmental ight to be safe and free from sexua harassment and sexual assaults Service Agreement Providers.

### Definitions

## A. Detaince-on-Detaince Sexual

### Abuse/Assault

attempting to engage in a sexual act with another detaince or the use of threats, intimidation, pressuring another detainee to engage in a inappropriate touching or other actions and/or communications by one or more One or more detainees engaging in or detainees aimed at coercing and/or

# B. Staff-on-Detainee Sexual Abuse/Assault

person. Sexual abuse/assault of detainees by anus, groin, breast, inner thigh, or buttocks with engage in a sexual act with any detainee or the staff or other detainees is an inappropriate the intent to abuse, humiliate, harass, degrade, intentional touching of a detainee's genitalia, Staff member engaging in, or attempting to arouse, or gratify the sexual desires of any use of power and is prohibited by DOJ policy and the law.

## C. Staff Sexual Misconduct is:

detainee which can include, but is not limited to gestures and inappropriate visual surveillance of Sexual behavior between a staff member and indecent, profane or abusive language or detainees

### Prohibited Acts

sexual behavior with or directs it at others, can be charged with the following Prohibited Acts A detainee, who engages in inappropriate under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
  - Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

# Detention as a Safe Environment

pressure you to engage in sexual acts or engage While you are detained, no one has the right to in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your safe from unwanted sexual advances and acts. sexual orientation, you have the right to be

### Confidentiality

the facts of the report itself, shall be limited to detainee victim reporting a sexual assault, and those who have the need to know in order to Information concerning the identity of a victim's welfare and for law enforcement make decisions concerning the detaineeinvestigative purposes.

### Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff

need to know basis. If you are not comfortable chaplains, medical staff, supervisors or Deputy person you trust, to include housing officers, reporting the assault to staff, you have other discuss it with the appropriate officials on a reported information confidential and only U.S. Marshals. Staff members keep the

- misconduct to the person in charge or the confidentiality, use special (Legal) mail Write a letter reporting the sexual United States Marshal. To ensure procedures.
- File an Emergency Detainee Gzievance If ou decide your complaint is too sensitive from your housing unit officer, or a facility to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms supervisor.
- staff misconduct. The address is: Office of ustice, 950 Pennsylvania Ave. Room 4706, Write to the Office of Inspector General (OIG), which investigates allegations of Inspector General, U.S. Department of Washington, DC. 20530
  - Call, at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee Washington, DC

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Published February 2008

AMENDMENT OF SOLICITATION	/MODIFICATION C	F CONTRACT	1. CONTRACT ID CO	DE PAGE OF PAGES
2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCH		5. PROJECT NO. (If applicble)
Modification #15	07/23/09	N/A		Maryland
6. ISSUED BY CODE		7. ADMINISTERED BY (	f other than Item 6)	CODE
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	CIIVa			
10 Burton Hills Boulevard			9B. DATED (SEE	ITEM 11)
Nashville, TN 37212				
				TION OF CONTRACT/ORDER NO.
			X ODT-7-C-	0002-Leavenworth
			TOB. DATED (SE	L 17 L 194 7 4 7
CODE	ACILITY CODE		01/0	1/08
·	M ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS	
The above numbered solicitation is amended as set for				ended, is not extended.
Offers must acknowledge receipt of this amendment prior	o the hour and date specified in	the solicitation or as ame	nded, by one of the follow	wing methods:
	_			ach copy of the offer submitted;
or (c) By separate letter or telegram which includes a refere PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOF your desire to change an offer already submitted, such cha amendment, and is received prior to the opening hour and	R TO THE HOUR AND DATE SPI nge may be made by telegram o	ECIFIED MAY RESULT IN I	REJECTION OF YOUR OF	FER. If by virtue of this amendment
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	ONLY APPLIES TO MOI THE CONTRACT/ORDI			5.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PUR NO. IN ITEM 10A.	SUANT TO: (Specify authority)	THE CHANGES SET FORT	H IN ITEM 14 ARE MAD	E IN THE CONTRACT ORDER
THE ABOVE NUMBERED CONTRACT, appropriation date, etc.) SET FORTH I				anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUANT TO	O AUTHORITY OF:		
× "Mutual Agreement of	Parties"			
D. OTHER (Specify type of modification a	nd authority)			
E. IMPORTANT: Contractor is not, x	is required to sign this	document and retu	urn — 1 — co	pies to the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga	nized by UCF section headings,	including solicitation/cont	ract subject matter when	e feasible.)
In accordance with Paragraph modification is to extend the 2010.				
All other terms and conditions	remain unchanged	1.		
Except as provided herein, all terms and conditions of the d		or 10A, as heretofore cha		
Nataska K. Metcalf Vice-President	stracte	į	mer, Assistan	
14H. CONTRACTOR/OFFENOR MUCH	15C. DATE SIGNED	6B. UNITED STRES OF	AMERICA	16C. DATE SIGNED
(Signature of gerson authorized to sign)	1129109	(Signatur	e of Contracting Officer)	1 2010/
NSN 7540-01-152-8070			STAN	IDARD FORM 30 (REV. 10-83)

NSN 7540-01-152-8070 Previous edition unusable

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

Corrections Corporation of America  10 Burton Hills Boulevard  Nashville, TN 37215  IDA. MODIFICA ODT-7-C- TOB. DATED (SE  CODE  FACILITY CODE  11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	111	PAGES
U.S. Department of Justice Office of the Pederal Detention and Trustee A601 N. Fairfax Drive, Ste 910 Arlington, VA 2223  6. NAME AND ADDRESS OF CONTRACTOR (No., seret, county, State and ZIP Godo) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215  10A, MODIFICA  The above nurbards delicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer 11, THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  The above nurbards delicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer (18) completing them 3 and 15, and attuming only in the manadhament, (b) by exhausted price in the semandhament, (c) by exhausted price of	5. PROJECT NO. (if applicable) Leavenworth	
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Except as provided herein, all terms and conditions of the document referenced in Item SA or IOA, as heretafore changed, remains unchange	Huaty 30, 2010.	
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(Signature of phrain authorized to sign) [Signature of Contracting Officer)	1 1112	: [1]

WD 05-2307 (Rev.-9) was first posted on www.wdol.gov on 10/27/2009 \*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR By direction of the Secretary of Labor |

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2307

Division of Shirley F. Ebbesen

Director Wage Determinations!

Revision No.: 9 Date Of Revision: 10/16/2009

States: Kansas, Missouri

Area: Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

**Fringe Benefits Required Follow the Occupational Listing**	-
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.97
01012 - Accounting Clerk II	15.69
01013 - Accounting Clerk III	17.77
01020 - Administrative Assistant	21.80
01040 - Court Reporter	18.32
01051 - Data Entry Operator I	12.33
01052 - Data Entry Operator II	14.14
01060 - Dispatcher, Motor Vehicle	18.55
01070 - Document Preparation Clerk	13.03
01090 - Duplicating Machine Operator	13.03
01111 - General Clerk I	12.50
01112 - General Clerk II	14.03
01113 - General Clerk III	15.79
01120 - Housing Referral Assistant	20.79
01141 - Messenger Courier	10.97
01191 - Order Clerk I	12.73
01192 - Order Clerk II	15.29
01261 - Personnel Assistant (Employment) I	16.17
01262 - Personnel Assistant (Employment) II	17.97
01263 - Personnel Assistant (Employment) III	19.80
01270 - Production Control Clerk	19.03
01280 - Receptionist	13.77
01290 - Rental Clerk	14.97
01300 ~ Scheduler, Maintenance	15.41
01311 - Secretary I	15,41
01312 - Secretary II	17.90
01313 - Secretary III	20.79
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	23.09
01420 - Survey Worker	17.02
01531 - Travel Clerk I	12.70
01532 - Travel Clerk II	13.71
01533 - Travel Clerk III 01611 - Word Processor I	14.72 12.92
01612 - Word Processor II	15.11

	- Word Processor III	16.44
	Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	21.43
	- Automotive Electrician	19.32
05040	- Automotive Glass Installer	18.59
	- Automotive Worker	18.59
05110	- Mobile Equipment Servicer	16.51
	- Motor Equipment Metal Mechanic	20.03
05160	- Motor Equipment Metal Worker	18.59
05190	- Motor Vehicle Mechanic	21.70
05220	- Motor Vehicle Mechanic Helper	15.47
05250	- Motor Vehicle Upholstery Worker	17.54
05280	- Motor Vehicle Wrecker	18.59
05310	- Painter, Automotive	19.32
05340	- Radiator Repair Specialist	18.59
	- Tire Repairer	15.18
05400	- Transmission Repair Specialist	20.03
07000 -	Food Preparation And Service Occupations	
07010	- Baker	13.20
07041	- Cook I	10.54
07042	- Cook II	11.88
07070	- Dishwasher	8.73
07130	- Food Service Worker	10.31
07210	- Meat Cutter	15.22
07260	- Waiter/Waitress	8.84
	Furniture Maintenance And Repair Occupations	
	- Electrostatic Spray Painter	19,30
	- Furniture Handler	14.32
	- Furniture Refinisher	19.30
	- Furniture Refinisher Helper	15.46
	- Furniture Repairer, Minor	17.52
	- Upholsterer	11.33
	General Services And Support Occupations	
	- Cleaner, Vehicles	10.83
	- Elevator Operator	11.75
	- Gardener	
		14.55
	- Housekeeping Aide	11.75
	- Janitor	11.75
	- Laborer, Grounds Maintenance	12.13
	- Maid or Houseman	9.63
	- Pruner	11.75
	- Tractor Operator	13.97
	- Trail Maintenance Worker	12.13
	- Window Cleaner	12.12
	Health Occupations	
	- Ambulance Driver	15.90
	- Breath Alcohol Technician	16.31
	- Certified Occupational Therapist Assistant	19.38
12015	- Certified Physical Therapist Assistant	20.79
	- Dental Assistant	16.10
	- Dental Hygienist	33.91
	- EKG Technician	24.23
	- Electroneurodiagnostic Technologist	24.23
	- Emergency Medical Technician	15.90
	- Licensed Practical Nurse I	14.58
	- Licensed Practical Nurse II	16.31
	- Licensed Practical Nurse III	18.19
	- Medical Assistant	13.67
	- Medical Laboratory Technician	14.97
	- Medical Record Clerk	13.38
12190	- Medical Record Technician	15.06

12195 - Medical Transcriptionist			15.2	29
12210 - Nuclear Modicine Technologist			31.5	54
12221 ~ Nursing Assistant I			9.9	
12222 - Nursing Assistant II			11.3	
12223 - Nursing Assistant III			12.3	
12224 - Nursing Assistant IV			13.6	
12235 - Optical Dispenser			14.1	
12236 - Optical Technician			13.5	
12250 - Pharmacy Technician			14.8	
12280 - Phlebotomist			13.6	
12305 ~ Radiologic Technologist			23.9	
12311 - Registered Nurse I			23.6 27.2	
12312 - Registered Nurse II			27,2	
12313 - Registered Nurse II, Specialist 12314 - Registered Nurse III			33.1	
12314 - Registered Nurse III 12315 - Registered Nurse III, Anesthetist			33,1	
12316 - Registered Nurse IV			39.4	
12317 - Scheduler (Drug and Alcohol Testing)			20.2	-
13000 - Information And Arts Occupations			20	
13011 - Exhibits Specialist I			20.3	11
13012 - Exhibits Specialist II			27.3	
13013 - Exhibits Specialist III			29,9	
13041 - Illustrator I			18.6	
13042 - Illustrator II			22.3	
13043 - Illustrator III			27.9	
13047 - Librarian			30.9	
13050 - Library Aide/Clerk			10.3	
13054 - Library Information Technology Systems			22.5	
Administrator				
13058 - Library Technician			13.4	47
13061 - Media Specialist I			17.0	03
13062 - Media Specialist II			19.0	
13063 - Media Specialist III			21.2	24
13071 - Photographer I			16.	
13072 - Photographer II			19.0	
13073 - Photographer III			23.	
13074 - Photographer IV			28.3	36
13075 - Photographer V			34.3	32
13110 - Video Teleconference Technician			17.9	
14000 - Information Technology Occupations				
14041 - Computer Operator I			16.0	03
14042 - Computer Operator II			17.9	93
14043 - Computer Operator III			19.5	99
14044 - Computer Operator IV			23.4	48
14045 - Computer Operator V			24.6	61
14071 - Computer Programmer I	(see	1)	22.3	38
	(see	1)	26.0	04
	(see	1)		
	(see	1)		
	(see			
	(see			
	(see	1)		
14150 - Peripheral Equipment Operator			16.0	
14160 - Personal Computer Support Technician			23.4	48
15000 - Instructional Occupations				c ==
15010 - Aircrew Training Devices Instructor (Non-Rated) 15020 - Aircrew Training Devices Instructor (Rated)			26.5	
15020 - Alicrew Training Devices Instructor (Rated) 15030 - Air Crew Training Devices Instructor (Pilot)			32.3	
15050 - Computer Based Training Specialist / Instructor			38.5 27.6	
15060 - Educational Technologist			27.6	
15070 - Flight Instructor (Pilot)			38.5	
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15080 - Graphic Artist	23.00
15090 - Technical Instructor	20.74
15095 - Technical Instructor/Course Developer	25.38
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	0.00
16010 - Assembler	9.00 9.00
16030 - Counter Attendant	11.61
16040 - Dry Cleaner 16070 - Finisher, Flatwork, Machine	9.00
16070 - Finisher, Flatwork, Machine 16090 - Presser, Band	9.00
16110 - Presser, Machine, Drycleaning	9.00
16130 - Presser, Machine, Shirts	9.00
16160 - Presser, Machine, Wearing Apparel, Laundry	9.00
16190 - Sewing Machine Operator	12.47
16220 - Tailor	13,33
16250 - Washer, Machine	9.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19,30
19040 - Tool And Die Maker	26.12
21000 - Materials Handling And Packing Occupations	17 40
21020 - Forklift Operator	17,49
21030 - Material Coordinator	19.16 19.16
21040 - Material Expeditor	14.72
21050 - Material Handling Laborer 21071 - Order Filler	12.29
21080 - Production Line Worker (Food Processing)	17.49
21110 - Shipping Packer	14.15
21130 - Shipping/Receiving Clerk	15.57
21140 - Store Worker I	13.03
21150 - Stock Clerk	17.87
21210 - Tools And Parts Attendant	17.49
21410 - Warehouse Specialist	17.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.87
23021 - Aircraft Mechanic I	24.88
23022 - Aircraft Mechanic II	25.87
23023 - Aircraft Mechanic III	26.77
23040 - Aircraft Mechanic Helper	19.23
23050 - Aircraft, Painter	23.93
23060 - Aircraft Servicer	21.78
23080 - Aircraft Worker	23.09
23110 ~ Appliance Mechanic	19.30 15.18
23120 - Bicycle Repairer 23125 - Cable Splicer	26.38
23130 - Carpentor, Maintenance	22.76
23140 - Carpet Layer	23.44
23160 - Electrician, Maintenance	29.98
23181 - Electronics Technician Maintenance I	21.13
23182 - Electronics Technician Maintenance II	26.65
23183 - Electronics Technician Maintenance III	27.20
23260 - Fabric Worker	18.48
23290 - Fire Alarm System Mechanic	20.01
23310 - Fire Extinguisher Repairer	. 17.17
23311 - Fuel Distribution System Mechanic	24.67
23312 - Fuel Distribution System Operator	19.32 18.57
23370 - General Maintenance Worker 23380 - Ground Support Equipment Mechanic	24.88
23380 - Ground Support Equipment Medhante 23381 - Ground Support Equipment Servicer	21.78
23382 - Ground Support Equipment Worker	23.09
23391 - Gunsmith I	17.17

23392 - Gunsmith II	19.77
23393 - Gunsmith III	21.88
23410 - Heating, Ventilation And Air-Conditioning	21.97
Mechanic	
23411 - Heating, Ventilation And Air Contditioning	22.84
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	20.96
23440 - Heavy Equipment Operator	22,20
23460 - Instrument Mechanic	20.56
23465 - Laboratory/Shelter Mechanic	20.95
23470 - Laborer	13.10
23510 - Locksmith	21.75
	20.60
23530 - Machinery Maintenance Mechanic	20.01
23550 - Machinist, Maintenance	
23580 - Maintenance Trades Helper	15.46
23591 - Metrology Technician I	20.56
23592 - Metrology Technician II	21.25
23593 - Metrology Technician III	21.99
23640 - Millwright	25.45
23710 - Office Appliance Repairer	19.67
23760 - Painter, Maintenance	19.30
23790 - Fipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	21.88
23850 - Rigger	22.01
23870 - Scale Mechanic	19.77
23890 - Sheet-Metal Worker, Maintenance	26.89
	21.10
23910 - Small Engine Mechanic	
23931 - Telecommunications Mechanic I	23.21
23932 - Telecommunications Mechanic II	23.95
23950 - Telephone Lineman	23.29
23960 - Welder, Combination, Maintenance	20.01
23965 - Well Driller	21.20
23970 ~ Woodcraft Worker	21.88
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.63
24580 - Child Care Center Clerk	14.51
24610 - Chore Aide	9.30
24620 - Family Readiness And Support Services	13.01
Coordinator	
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.65
25040 - Sewage Plant Operator	19.36
25070 - Stationary Engineer	24.65
25190 - Ventilation Equipment Tender	15.46
25210 - Water Treatment Plant Operator	19.30
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.02
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	17.29
27010 - Court Security Officer	20.41
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	17.29
27070 - Firefighter	21.13
27101 - Guard I	13.19
27102 - Guard II	16.62
27131 - Police Officer I	22,07
27132 - Police Officer II	24.51
28000 - Recreation Occupations	
-	

28041 - Carnival Equipment Operator		11.03
28042 - Carnival Equipment Repairer		11.77
28043 - Carnival Equpment Worker		8.92
28210 - Gate Attendant/Gate Tender		14.00
28310 - Lifeguard		12.47
28350 - Park Attendant (Aide)		15.66
28510 - Recreation Aide/Health Facility Attendant		12.21
28515 - Recreation Specialist		17.66
28630 - Sports Official		12.47
28690 - Swimming Pool Operator		19.20
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		23.29
29020 - Hatch Tender		22.29
29030 - Line Handler		22.29
29041 - Stevedore I		21.46
29042 - Stevedore II		23.63
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)		35.15
30011 - Air Traffic Control Specialist, Station (HFO)		24.24
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	26.69
30021 - Archeological Technician I		16.25
30022 - Archeological Technician II		18.17
30023 - Archeological Technician III		22.51
30030 - Cartographic Technician		23,94
30040 - Civil Engineering Technician		24.18
30061 ~ Drafter/CAD Operator I		17.27
30062 - Drafter/CAD Operator II	•	19.48
30063 - Drafter/CAD Operator III		21.28
30064 - Drafter/CAD Operator IV		25.78
30081 - Engineering Technician I		15.54
30082 - Engineering Technician II		19.08
30083 - Engineering Technician III		21.95
30084 - Engineering Technician IV		24.41
30085 - Engineering Technician V		29.54
30086 - Engineering Technician VI		36.00
30090 - Environmental Technician		20.48
30210 - Laboratory Technician		20.04
30240 - Mathematical Technician		23.94
30361 - Paralegal/Legal Assistant I		17.19
30362 - Paralegal/Legal Assistant II		21.79
30363 - Paralegal/Legal Assistant III		26.66
30364 - Paralegal/Legal Assistant IV		32.25
30390 - Photo-Optics Technician		23.94
30461 - Technical Writer I		19.76
30462 - Technical Writer II		24.16
30463 - Technical Writer III		29.23
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	(see 2)	20.92
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.97
31000 - Transportation/Mobile Equipment Operation Occupa	tions	
31020 - Bus Aide		12.37
31030 - Bus Driver		17.28
31043 - Driver Courier		13.25
31260 - Parking and Lot Attendant		
21200 Chuthle Due Defere		10.97
31290 - Shuttle Bus Driver 31310 - Taxi Driver		10.97 14.34 11.26

31361	- Truckdriver, Light	14.34
31362	- Truckdriver, Medium	19.23
	- Truckdriver, Heavy	19.58
	- Truckdriver, Tractor-Trailer	19.58
•	Miscellaneous Occupations	
	- Cashier	9.26
99050	- Desk Clerk	9.27
	- Embalmer	20.21
99251	- Laboratory Animal Caretaker I	9.92
	- Laboratory Animal Caretaker II	10.65
	- Mortician	27.49
99410	- Pest Controller	17.98
99510	- Photofinishing Worker	12.19
99710	- Recycling Laborer	15.79
	- Recycling Specialist	18.79
	- Refuse Collector	14.15
99810	- Sales Clerk	11.80
99820	- School Crossing Guard	10.08
99830	- Survey Party Chief	21.44
99831	- Surveying Aide	13.33
99832	- Surveying Technician	18.25
	- Vending Machine Attendant	13.19
	- Vending Machine Repairer	15.86
99842	- Vending Machine Repairer Helper	13.19

### 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

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example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

### \*\* UNIFORM ALLOWANCE \*\*

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

AMEN	DMENT OF SOLICITATION/	MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DE	PAGE 1	OF	PAGES 2
2. AMENDMENT/MODIFICAITON NO. 3. EFFECTIVE DATE 4. REQUISITION/PUR			4. REQUISITION/PURCHA	ASE REQ. NO.	5. PROJECT	NO. (If ap	plicble)	)
0017		01/19/10		Leavenwor				
6. ISSUED BY	CODE		7. ADMINISTERED BY (If	other than Item 6)	CODE			
Office 4601 N	partment of Justice of the Federal Detention Fairfax Drive, Suite 910 on, VA 22203	Trustee						
8. NAME AND	ADDRESS OF CONTRACTOR (No., street, cou	inty, State and ZIP Code)		(X) 9A. AMENDMEN	T OF SOLICIA	TION NO.		
Correc	tions Corporation of Ame	rica		1.7				
	ton Hills Boulevard							
				9B. DATED (SEE	ITEM 11)			
Nashvi	lle, TN 37215			10A. MODIFICA	TION OF CONT	RACT/OF	RDER N	10.
				ODT-7-C-				-
				10B. DATED (SE				
CODE		CILITY CODE		01/0	1/08			
	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOLICITATIONS				
(a)By completing or (c) By separa PLACE DESIGN your desire to	knowledge receipt of this amendment prior to ng items 8 and 15, and returning ate letter or telegram which includes a reference IATED FOR THE RECEIPT OF OFFERS PRIOR T change an offer already submitted, such chang nd is received prior to the opening hour and dat	copies of the amendment; (I ce to the solicitation and am FO THE HOUR AND DATE S e may be made by telegram	b) By acknowledging receipt rendment numbers. FAILURE PECIFIED MAY RESULT IN R	of this amendment on ea E OF YOUR ACKNOWLED REJECTION OF YOUR OF	ach copy of the DGMENT TO B FER. If by virt	e offer sul E RECEIV ue of this	ED AT	THE
N/A	ING AND APPROPIRATION DATA (If required)							
N/A	40 THIS ITEM ON	UV ADDUCE TO ME	ADJEIGATION OF COL	UTD A CTC (ODDED				
	IT MODIFIES T	HE CONTRACT/ORE	DDIFICATION OF COI DER NO. AS DESCRIE	BED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUNO. IN ITEM 10A.	JANT TO: (Specify authority	y) THE CHANGES SET FORT	H IN ITEM 14 ARE MAD	E IN THE CON	TRACT O	RDER	
×	B. THE ABOVE NUMBERED CONTRACT/OR appropriation date, etc.) SET FORTH IN				anges in paying	office,		
	C. THIS SUPPLEMENTAL AGREEMENT IS E	NTERED INTO PURSUANT	TO AUTHORITY OF:					
	D. OTHER (Specify type of modification and	d authority)						
E. IMPORT	ANT: Contractor x is not, is	is required to sign th	is document and retu	ırn ——— cop	pies to the	issuing	offic	.e.
	ON OF AMENDMENT/MODIFICATION (Organiz							
Contrac	t Number ODT-7-C-0002 for	r detention ser	rvices is hereby	modified to	:			
Incorpo	rate the updated Overall	Performance Ra	tings. (See at	tached)				
	er terms and conditions of M. Johnson, Contracting			nave any ques	tions, c	ontac	t	
Event	ided basels all torons as a security on at the story	nument referenced to be 0	A as 10A as become	and sometime week-	d and in £ 0.5		4	
	ided herein, all terms and conditions of the doc ND TITLE OF SIGNER (Type or print)	cument referenced in Item 9	A or 10A, as heretofore char 16A. NAME AND TITLE OF				tect.	
	The straint				po or prin			
			Deborah M. Jo	hnson				
15B. CONTRAC	CTOR/OFFEROR	15C. DATE SIGNED	16B UNITED STATES OF A	AMERICA	<	16C. E	ATE S	IGNED
(Si	ignature of person authorized to sign)		(Signature	e of Contracting Officer)	,	-  1	19/	10

### **Functional Area Ratings**

### Overall Performance Ratings<sup>1</sup>

**Excellent** - The level of performance exceeds the requirements of the FPBDS with exceptional internal controls. Policies and procedures for achieving the program standards are documented and specific to the mission of the facility; the policies and procedures are communicated to staff; fully implemented; and the desired outcome is achieved. Key Findings and Deficiencies are non-existent.

**Good** - The level of performance exceeds the requirements of the FPBDS. Internal controls limit Key Findings and Deficiencies. Policies and procedures for achieving the program standards are documented and specific to the mission of the facility, the policies and procedures are communicated to staff, implemented and the desired outcome is achieved. Key Findings and or Deficiencies are minimal and do not affect the performance of the facility.

**Acceptable** – The program is meeting the requirements of the FPBDS. Lapses in internal controls are minimal. Key Findings and Deficiencies do not affect the performance of the facility.

**Deficient** – The program is unable to meet the requirements of any one of the 19 Key Functional Areas or one or more of the 58 Standards. Deficiencies are the result of weak internal controls in one or more areas. The facility is meeting the minimal requirements of the performance standards.

**At-Risk** – Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the FPBDS and is unlikely to meet those requirements without immediate corrective action to ensure the safety and security of both staff and detainees.

<sup>&</sup>lt;sup>1</sup> Updated January 2010