

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 03/01/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203	CODE	7. ADMINISTERED BY (if other than Item 6) See Box 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
			10B. DATED (SEE ITEM 11) 01/30/07
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 16, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NA

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

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

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

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

This Modification 01 to Contract ODT-7-C-0002 modifies Section G.2(a) of the Contract. Reference to Michael Thomas as the Contracting Officer's Technical representative (COTR) shall be deleted and replaced immediately with the following:

(a) Mr. Michael Shute of the United States Marshals, 500 State Avenue, Suite G22, Kansas City, Kansas 66101, Phone: 913-551-6727, Fax: 913-551-6535, is hereby designated to act as Contracting Officer's Technical Representative under this Contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Michael Moran	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Michael Moran (Signature of Contracting Officer)	03/01/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 04/11/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, Virginia 22203	CODE	7. ADMINISTERED BY (if other than Item 6) See Box 6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE		FACILITY CODE	9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
			10B. DATED (SEE ITEM 11) 01/30/07

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Moran
16B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16C. DATE SIGNED 04/11/07
15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Michael Moran (Signature of Contracting Officer)

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 in accordance with the terms of this contract.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 05/24/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of the Federal Detention Trustee 4601 N. Fairfax Drive, Suite 910 Arlington, VA 22203	CODE	7. ADMINISTERED BY (If other than Item 6) See Box 6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
				10B. DATED (SEE ITEM 11) 01/30/07
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
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CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attachment.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			Michael Moran	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
(Signature of person authorized to sign)		<i>Michael Moran</i> (Signature of Contracting Officer)	05/24/07	

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 CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 01/01/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY Office of the Federal Detention Trustee United States Department of Justice 4601 N. Fairfax Drive, Suite 910 Arlington, Virginia 22203		7. ADMINISTERED BY (If other than Item 6) See Box 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
					10B. DATED (SEE ITEM 11) 01/30/07
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The attached Department of Labor Determination Number 2005-2307 (Rev. No. 5) dated 09/21/2007 is hereby incorporated and applicable retroactive to January 01, 2008).					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Michael Moran		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			 (Signature of Contracting Officer)		01/04/08

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2307
Revision No.: 5
Date Of Revision: 09/21/2007

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	
01011 - Accounting Clerk I	12.22
01012 - Accounting Clerk II	13.71
01013 - Accounting Clerk III	16.15
01020 - 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
01280 - Receptionist	11.52
01290 - Rental Clerk	14.53
01300 - Scheduler, Maintenance	14.65
01311 - Secretary I	14.65
01312 - Secretary II	16.60
01313 - Secretary III	18.61
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	23.03
01420 - Survey Worker	15.47
01531 - Travel Clerk I	11.76

01532	- Travel Clerk II	12.70
01533	- Travel Clerk III	13.63
01611	- 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
05160	- Motor Equipment Metal Worker	18.59
05190	- Motor Vehicle Mechanic	20.03
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
05370	- 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	10.17
07210	- Meat Cutter	15.06
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	
11030	- Cleaner, Vehicles	9.64
11060	- Elevator Operator	10.79
11090	- Gardener	14.55
11122	- Housekeeping Aide	11.75
11150	- Janitor	11.75
11210	- Laborer, Grounds Maintenance	12.13
11240	- Maid or Houseman	8.75
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	14.93
12012	- Certified Occupational Therapist Assistant	17.26
12015	- Certified Physical Therapist Assistant	17.87
12020	- Dental Assistant	14.64
12025	- Dental Hygienist	30.55
12030	- EKG Technician	20.81
12035	- Electroneurodiagnostic Technologist	20.81
12040	- Emergency Medical Technician	15.90
12071	- 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
12210 - Nuclear Medicine Technologist	28.15
12221 - Nursing Assistant I	9.21
12222 - Nursing Assistant II	10.37
12223 - Nursing Assistant III	11.30
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	12.15
12236 - Optical Technician	11.23
12250 - Pharmacy Technician	14.84
12280 - Phlebotomist	12.69
12305 - Radiologic Technologist	22.30
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	26.15
12313 - Registered Nurse II, Specialist	26.15
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	38.03
12317 - Scheduler (Drug and Alcohol Testing)	17.93
13000 - 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
13050 - Library Aide/Clerk	10.08
13054 - Library Information Technology Systems Administrator	20.48
13058 - Library Technician	12.89
13061 - Media Specialist I	15.48
13062 - Media Specialist II	17.31
13063 - Media Specialist III	19.31
13071 - Photographer I	14.19
13072 - Photographer II	17.32
13073 - Photographer III	19.67
13074 - Photographer IV	24.05
13075 - Photographer V	29.10
13110 - Video Teleconference Technician	15.61
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.89
14042 - Computer Operator II	17.08
14043 - 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
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.46
14160 - Personal Computer Support Technician	22.85
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.33

15020 - Aircrew Training Devices Instructor (Rated)	30.66
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	24.22
15070 - Flight Instructor (Pilot)	36.76
15080 - Graphic Artist	23.00
15090 - Technical Instructor	19.95
15095 - Technical Instructor/Course Developer	24.42
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.43
16030 - Counter Attendant	8.43
16040 - Dry Cleaner	10.88
16070 - Finisher, Flatwork, Machine	8.43
16090 - Presser, Hand	8.43
16110 - Presser, Machine, Drycleaning	8.43
16130 - Presser, Machine, Shirts	8.43
16160 - Presser, Machine, Wearing Apparel, Laundry	8.43
16190 - Sewing Machine Operator	11.69
16220 - Tailor	12.49
16250 - Washer, Machine	9.28
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	12.21
21150 - Stock Clerk	16.75
21210 - Tools And Parts Attendant	17.49
21410 - Warehouse Specialist	17.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.23
23021 - 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
23130 - Carpenter, Maintenance	20.40
23140 - Carpet Layer	19.53
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	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
23382 - 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
21.70	
23430 - Heavy Equipment Mechanic	20.01
23440 - Heavy Equipment Operator	20.69
23460 - Instrument Mechanic	20.56
23465 - Laboratory/Shelter Mechanic	19.82
23470 - Laborer	13.10
23510 - Locksmith	19.30
23530 - Machinery Maintenance Mechanic	20.60
23550 - Machinist, Maintenance	20.01
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	23.98
23710 - Office Appliance Repairer	19.32
23760 - Painter, Maintenance	19.30
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	20.56
23850 - Rigger	22.01
23870 - Scale Mechanic	18.79
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	20.43
23931 - Telecommunications Mechanic I	21.72
23932 - Telecommunications Mechanic II	22.41
23950 - Telephone Lineman	20.97
23960 - Welder, Combination, Maintenance	20.01
23965 - Well Driller	20.01
23970 - Woodcraft Worker	20.56
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.09
24580 - Child Care Center Clerk	12.82
24610 - Chore Aide	9.01
24620 - Family Readiness And Support Services Coordinator	12.70
24630 - Homemaker	14.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.48
25040 - Sewage Plant Operator	19.36
25070 - Stationary Engineer	21.48
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	19.65
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	17.29
27070 - Firefighter	19.21

27101 - Guard I	13.19
27102 - Guard II	16.62
27131 - 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
28043 - Carnival Equipment 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
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.17
29020 - Hatch Tender	18.72
29030 - Line Handler	18.72
29041 - Stevedore I	18.03
29042 - Stevedore II	19.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	14.37
30022 - Archeological Technician II	16.06
30023 - Archeological Technician III	19.90
30030 - Cartographic Technician	22.95
30040 - Civil Engineering Technician	21.12
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	18.48
30240 - Mathematical Technician	23.31
30361 - Paralegal/Legal Assistant I	15.58
30362 - Paralegal/Legal Assistant II	20.11
30363 - Paralegal/Legal Assistant III	24.59
30364 - Paralegal/Legal Assistant IV	29.76
30390 - Photo-Optics Technician	22.14
30461 - Technical Writer I	19.76
30462 - Technical Writer II	24.16
30463 - Technical Writer III	29.23
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	33.95
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	19.02
30621 - Weather Observer, Senior (2)	22.14
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.47

31030 - Bus Driver	16.03
31043 - Driver Courier	13.25
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	14.34
31310 - Taxi Driver	10.65
31361 - Truckdriver, Light	14.34
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
99030 - Cashier	9.26
99050 - Desk Clerk	9.07
99095 - Embalmer	20.21
99251 - Laboratory Animal Caretaker I	9.20
99252 - 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
99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	13.19
99841 - Vending Machine Repairer	15.86
99842 - 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) 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.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 02/05/08	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. Department of Justice Office of the Federal Detention and Trustee 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203	7. ADMINISTERED BY (If other than item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215 Attn: Damon Hininger	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
	10B. DATED (SEE ITEM 11) 01/30/07

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
On the first day of each quarter, of the calendar year, the Contractor shall provide to the Contracting Officer Representative the facility's current staffing complement and vacancies. The contractor shall also provide a plan of action for each vacancy with target dates until the positions are filled. The format of the Staffing Complement Report shall be consistent with the Contractor's Staffing Plan submitted in their technical proposals.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hininger, Senior Vice President Federal and Local Customer Relations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael Moran
15B. CONTRACTOR/OFFICER <i>Damon T. Hininger</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/08
16B. UNITED STATES OF AMERICA <i>Michael Moran</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/5/08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF 1 PAGES

2. AMENDMENT/MODIFICATION NO. 06
3. EFFECTIVE DATE 05/01/08
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)
6. ISSUED BY CODE
7. ADMINISTERED BY (if other than Item 6) CODE
U.S. Department of Justice
Office of the Federal Detention and Trustee
4601 N. Fairfax Drive, Ste 910
Arlington, VA 22203
See Box 6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, TN 37215
9A. AMENDMENT OF SOLICITATION NO. (X)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
10B. DATED (SEE ITEM 11) X
01/30/07
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) X
Changes clause of the Contract (FAR 52.243-1)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The Contractor shall develop a policy within sixty days of the date of this modification to prevent the introduction of contraband upon admission to or release from the facility or to other authorities. This policy shall be certified by Corporate Counsel to ensure it is consistent with state, local and federal laws prior to submission to the Contracting Officer for approval.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15D. UNITED STATES OF AMERICA
15E. SIGNATURE OF CONTRACTING OFFICER
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. DATE SIGNED
Michael Moran
Michael Moran
4/28/08
(Signature of person authorized to sign) (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE USMS LVN	PAGE 1	OF 2	PAGES
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2. AMENDMENT/MODIFICATION NO. Modification #7	3. EFFECTIVE DATE 06/01/08	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) LVN
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6. ISSUED BY Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Washington, DC 20530	7. ADMINISTERED BY (If other than Item 6) Same as #6
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37212	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
		10B. DATED (SEE ITEM 11) 01/01/07

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2008-1020

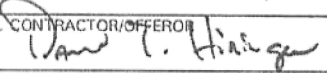
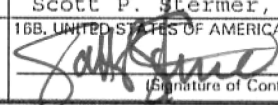
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.222-43 Fair Labor Standards Act and Service Contract Act

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to provide for an updated Pricing Schedule for the inclusion of Department of Labor Wage Determination 2005-2307, Revision #5. The attached Pricing Schedule is incorporated into the above contract. All other terms and conditions remain unchanged by this modification.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hininger, Senior Vice President Federal and Local Customer Relations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott P. Stermer, Assistant Trustee
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA 
15C. DATE SIGNED 6/27/08	16C. DATE SIGNED 6/20/08

Designated Federal Population 602 Prisoners				
Base Period				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
6/1/2008-12/31/2008	\$ 1,529,504.00	\$ 9,786.80	\$ 1,539,290.80	(b) (4)
1/1/09-12/31/09	\$ 1,563,928.00	\$ 5,708.92	\$ 1,569,636.92	\$
1/1/10-12/31/10	(b) (4)			(b) (4)
1/1/11-12/31/11	(b) (4)			\$
Option Period #1				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted 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	\$			
Option Period #2				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
1/1/17-12/31/17	(b) (4)			
1/1/18-12/31/18	\$			
1/1/19-12/31/19	\$			
1/1/20-12/31/20	\$			
1/1/21-12/31/21	\$			
Option Period #3				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
1/1/22-12/31/22	(b) (4)			
1/1/23-12/31/23	\$			
1/1/24-12/31/24	\$			
1/1/25-12/31/25	\$			
1/1/26-12/31/26	\$			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE USMS MD	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. Modification #8	3. EFFECTIVE DATE 07/23/08	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (if applicable) Maryland
6. ISSUED BY CODE	7. ADMINISTERED BY (if other than item 6) CODE		
Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Washington, DC 20530		Same as #6	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37212		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002-Leavenworth
			10B. DATED (SEE ITEM 11) 01/01/08
CODE	IFACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
2008-1020

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Page #2 and 3.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dan T. Hinger, Senior UP, F/C Custodian	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott P. Sturmer, Assistant Trustee
15B. CONTRACTOR/OFFEROR Dan T. Hinger (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED 7/21/08	16C. DATE SIGNED 7/22/08

**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 Ted.Stoler@usdoj.gov
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,

A handwritten signature in black ink, appearing to read "Scott P. Stermer". The signature is stylized and written in cursive.

Scott P. Stermer,
Assistant Trustee for Procurement

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE Leavenworth, KS	PAGE OF PAGES 1 14
2. AMENDMENT/MODIFICATION NO. Modification #9	3. EFFECTIVE DATE 08/05/08	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203	CODE	7. ADMINISTERED BY (If other than Item 6) Same as Block #6		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hill Boulevard Nashville, TN 37215		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002	
			10B. DATED (SEE ITEM 11) 01/01/08	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	52.243-1 Changes - Fixed Price Alternate I (APR 1984)			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Contract Number ODT-7-C-0002 is hereby modified to incorporate the attached procedures for Background Investigations, Guidelines of Acceptability for USMS Contract Jails, and Contractor and COTR Standard Operating Procedures.				
*** ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED ***				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Anthony L. Grande, Executive Vice President Business Development</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott P. Stermer Assistant Trustee for Procurement		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED 9.26.08	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/5/08

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".
9. 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 an 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. **PURPOSE:** 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. **PRINCIPALS:** 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 not 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, all 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 about 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 vouch for 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 States 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 an additional background investigation through the Office of Personnel Management at the minimum level of a NACI.

If the Warden or designee wishes to employ 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. Modification #10	3. EFFECTIVE DATE 10/21/08	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention and Trustee 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203	CODE	7. ADMINISTERED BY (if other than Item 8) Same as #6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215 Attn: Damon Hininger			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002-Leavenworth
				10B. DATED (SEE ITEM 11) 01/01/08
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

2008-1020

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

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

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

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

Contract ODT-7-C-0002 for Detention Services is hereby modified to:

- A. Change the Contracting Officer from Scott P. Stermer to Deborah M. Johnson. The contact information for Deborah M. Johnson is as follows:
 Address: 4601 North Fairfax Drive, Arlington, VA 22203
 Phone: 202-353-4601 Fax: 202-353-9100
- B. All other terms of the contract remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	16C. DATE SIGNED	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott P. Stermer, Assistant Trustee	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED 10/21/08
	(Signature of person authorized to sign)		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 11/06/08	4. REQUISITION/PURCHASE REQ. NO.	
8. ISSUED BY U.S. Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203		7. ADMINISTERED BY (If other than Item 8) same as block #6		6. PROJECT NO. (if applicable) Leavenworth
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002 Leavenworth	
			10B. DATED (SEE ITEM 11) 01/30/07	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
N/A \$0.00


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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Far Part 52.222-43 Fair labor Standards Act and Service Contract Act

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Contract Number ODT-7-C-0002 is hereby modified to:
 Incorporate the Department of Labor Wage Determination No. 2005-2307 (Rev. No. 7) dated 06/11/08. In accordance with Far Part 52.222-43(f) the contractor shall notify the Contracting Officer of any increase or decrease claimed under this clause within 30 days after receiving a new wage determination, unless this notification period is extended in writing by the contracting officer. The date for submission of any claim shall be submitted by December 8, 2008 to Deborah.Johnson3@usdoj.gov. New wages will take effect on January 6, 2009.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah M. Johnson	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/6/08

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2307
Revision No.: 7
Date Of Revision: 06/11/2008

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	
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	16.60
01313 - Secretary III	19.64
01320 - Service Order Dispatcher	21.18
01410 - Supply Technician	23.03
01420 - Survey Worker	15.47
01531 - Travel Clerk I	12.20
01532 - Travel Clerk II	13.17
01533 - Travel Clerk III	14.14
01611 - 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
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
05370 - 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	10.17
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	
11030 - Cleaner, Vehicles	9.96
11060 - Elevator Operator	11.75
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
12035 - Electroneurodiagnostic Technologist	22.03
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	13.75
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	30.07
12221 - Nursing Assistant I	9.93

12222 - Nursing Assistant II	11.18
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
12313 - Registered Nurse II, Specialist	26.15
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	38.03
12317 - Scheduler (Drug and Alcohol Testing)	19.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - 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
13073 - Photographer III	21.07
13074 - Photographer IV	25.78
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	19.87
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	15.91
14160 - Personal Computer Support Technician	23.48
15000 - Instructional Occupations	
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	20.37
15095 - Technical Instructor/Course Developer	24.93
15110 - Test Proctor	17.30
15120 - Tutor	17.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.69

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
21150 - Stock Clerk	17.26
21210 - Tools And Parts Attendant	17.49
21410 - Warehouse Specialist	17.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.23
23021 - 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
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	16.62
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	
23430 - Heavy Equipment Mechanic	20.04
23440 - Heavy Equipment Operator	20.69
23460 - Instrument Mechanic	20.56
23465 - Laboratory/Shelter Mechanic	20.31
23470 - Laborer	13.10

23510 - Locksmith	19.78
23530 - Machinery Maintenance Mechanic	20.60
23550 - Machinist, Maintenance	20.01
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	23.98
23710 - Office Appliance Repairer	19.32
23760 - Painter, Maintenance	19.30
23790 - Pipefitter, Maintenance	27.67
23810 - Plumber, Maintenance	24.62
23820 - Pneudraulic Systems Mechanic	21.22
23850 - Rigger	22.01
23870 - Scale Mechanic	19.16
23890 - Sheet-Metal Worker, Maintenance	26.89
23910 - Small Engine Mechanic	20.43
23931 - Telecommunications Mechanic I	22.68
23932 - Telecommunications Mechanic II	23.40
23950 - Telephone Lineman	22.59
23960 - Welder, Combination, Maintenance	20.01
23965 - 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
24620 - Family Readiness And Support Services Coordinator	12.82
24630 - Homemaker	15.46
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.41
25040 - Sewage Plant Operator	19.36
25070 - Stationary Engineer	22.41
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	20.09
27030 - Detection Dog Handler	16.62
27040 - Detention Officer	17.29
27070 - 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	
28041 - Carnival Equipment Operator	10.70
28042 - Carnival Equipment Repairer	11.41
28043 - Carnival Equipment Worker	8.65
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	11.10
28515 - Recreation Specialist	16.05
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	19.20
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.17
29020 - Hatch Tender	20.26
29030 - Line Handler	20.26
29041 - Stevedore I	19.51

29042 - Stevedore II	21.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	15.81
30022 - Archeological Technician II	17.67
30023 - 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
30361 - Paralegal/Legal Assistant I	15.63
30362 - Paralegal/Legal Assistant II	20.18
30363 - Paralegal/Legal Assistant III	24.68
30364 - Paralegal/Legal Assistant IV	29.86
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	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	14.34
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
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	15.79
99711 - Recycling Specialist	18.79
99730 - Refuse Collector	14.15
99810 - Sales Clerk	11.80
99820 - School Crossing Guard	9.31
99830 - Survey Party Chief	21.44

99831 - Surveying Aide	13.33
99832 - Surveying Technician	18.25
99840 - Vending Machine Attendant	13.19
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):

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

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

<http://www.wdol.gov/wdol/scafiles/std/05-2307.txt>

11/6/2008

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 SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE 01/01/09	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203	CODE	7. ADMINISTERED BY (if other than Item 6) same as block #6	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37212		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002	
		10B. DATED (SEE ITEM 11) 01/01/07	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in this solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 16, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
2008-1020

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Part 52.222-43 Fair Labor Standards Act and 43.103(a) Service Contract Act

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

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

Contract Number ODT-7-C-0002 for private detention services at Leavenworth Detention Facility is hereby modified to:

- Update the pricing schedule for the inclusion of Department of Labor Wage Determinations No. 2005-2307, Revision No. 7. The attached pricing schedule is incorporated into the above contract. All other terms and conditions remain the same.

Should you have any questions, please contact Deborah M. Johnson on 202.353.4601.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Natascha K. Morcalf Vice President, Customer Contracts	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah M. Johnson
16A. CONTRACTOR/OFFEROR <i>Natascha K. Morcalf</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Deborah M. Johnson</i> (Signature of Contracting Officer)
16C. DATE SIGNED 11/6/09	16D. DATE SIGNED 12/24/08

Designated Federal Population 602 Prisoners				
Base Period				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
6/1/2008-12/31/2008	\$ 1,529,504.00	\$ 9,786.80	\$ 1,539,290.80	(b) (4)
1/1/09-12/31/09	\$ 1,569,636.92	\$ 5,582.18	\$ 1,575,219.10	\$
1/1/10-12/31/10	(b) (4)			\$
1/1/11-12/31/11				\$
Option Period #1				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted 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				
Option Period #2				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
1/1/17-12/31/17	(b) (4)			
1/1/18-12/31/18				
1/1/19-12/31/19				
1/1/20-12/31/20				
1/1/21-12/31/21				
Option Period #3				
Performance Period	Fixed Payment	SCA Adjustment	Adjusted Fixed Payment	Unit Price
1/1/22-12/31/22	(b) (4)			
1/1/23-12/31/23				
1/1/24-12/31/24				
1/1/25-12/31/25				
1/1/26-12/31/26				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0014		3. EFFECTIVE DATE 02/17/09		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable) Leavenworth	
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention and Trustee 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203		CODE		7. ADMINISTERED BY (if other than Item 6) Same as block #6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002	
CODE				FACILITY CODE		10B. DATED (SEE ITEM 11) 01/01/07	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

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

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

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

Contract Number ODT-7-C-0002, is hereby modified to:
 1. Correct Modification 05, dated 2/5/08, first sentence to read: On the first day of each quarter, of the calendar year, the Contractor shall provide to the Contracting Officer Technical Representative the facility's current staffing complement and vacancies.
 2. Incorporate the attached Prisoners Rape Elimination Act, published February 2008. This documentation shall be placed on the detainee bulletin boards in all units. Additionally, the 1-800 number must be accessible to the detainees through the detainee telephone system.
 All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Deborah M. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Deborah M. Johnson</i> (Signature of Contracting Officer)	2/18/09

Prisoner Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

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

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

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

B. Staff-on-Detainee Sexual Abuse/Assault

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

C. Staff Sexual Misconduct is:

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

Prohibited Acts

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

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

Confidentiality

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

Report All Assaults!

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

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

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, 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

Published February 2008

Qualities of staff
at computer
research website.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: USMS MD | PAGE 1 OF 3 PAGES: 3

2. AMENDMENT/MODIFICATION NO.: Modification #15 | 3. EFFECTIVE DATE: 07/23/09 | 4. REQUISITION/PURCHASE REQ. NO.: N/A | 5. PROJECT NO. (if applicable): Maryland

6. ISSUED BY: Department of Justice, Office of the Federal Detention Trustee, 4601 North Fairfax Drive, Suite 910, Washington, DC 20530 | 7. ADMINISTERED BY (if other than Item 6): Same as #6

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code): Corrections Corporation of America, 10 Burton Hills Boulevard, Nashville, TN 37212

(X) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) | 10A. MODIFICATION OF CONTRACT/ORDER NO.: ODT-7-C-0002-Leavenworth | 10B. DATED (SEE ITEM 11): 01/01/08

CODE | FACILITY CODE | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required): 2010-1020

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 In accordance with Paragraph number 3 of Modification number 8 the purpose of this modification is to extend the requirement of housing Maryland State inmates until August 1, 2010.
 All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print): <i>Natasha K. Metcalf</i> Vice-President, Customer Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Scott P. Steiner, Assistant Trustee
15B. CONTRACTOR/OFFICER: <i>Natasha K. Metcalf</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA: <i>Scott P. Steiner</i> (Signature of Contracting Officer)
15C. DATE SIGNED: 7/24/09	16C. DATE SIGNED: 7/21/09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 11 PAGES
2. AMENDMENT/MODIFICATION NO. 0016	3. EFFECTIVE DATE 01/30/10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) Leavenworth		
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention and Trustee 4601 N. Fairfax Drive, Ste 910 Arlington, VA 22203		7. ADMINISTERED BY (if other than item 6) Same as block #6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215				(X)	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
				X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
					10B. DATED (SEE ITEM 11) 01/01/07
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Part 52.222-43 Fair Labor Standards Act and Service Contract Act

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

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

Contract Number ODT-7-C-0002 for detention services is hereby modified to:

Incorporate the Department of Labor Wage Determination No. 2005-2307 (Rev. No. 9) dated 10/16/09. In accordance with FAR Part 52.222-43(f) the contractor shall notify the Contracting Officer of any increase or decrease claimed under this clause within 30 days after receiving a new wage determination, unless this notification period is extended in writing by the Contracting Officer. The date for submission of any claim shall be submitted by December 30, 2009 to Deborah.Johnson3@usdoj.gov. New wages will take effect on January 30, 2010.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Nataasha K. Metcalf Vice President Customer Contracts	15C. DATE SIGNED 12/21/09	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah M. Johnson	16B. UNITED STATES OF AMERICA Deborah M. Johnson	16C. DATE SIGNED 11/27/09
15B. CONTRACTING OFFICER (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2307
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		14.72
01611 - 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	21.43
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
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
05370 - 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
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	11.33
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.83
11060 - Elevator Operator	11.75
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	16.31
12012 - Certified Occupational Therapist Assistant	19.38
12015 - Certified Physical Therapist Assistant	20.79
12020 - Dental Assistant	16.10
12025 - Dental Hygienist	33.91
12030 - EKG Technician	24.23
12035 - Electroneurodiagnostic Technologist	24.23
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	14.58
12072 - Licensed Practical Nurse II	16.31
12073 - Licensed Practical Nurse III	18.19
12100 - Medical Assistant	13.67
12130 - Medical Laboratory Technician	14.97
12160 - Medical Record Clerk	13.38
12190 - Medical Record Technician	15.06

12195 - Medical Transcriptionist	15.29
12210 - Nuclear Medicine Technologist	31.54
12221 - Nursing Assistant I	9.93
12222 - Nursing Assistant II	11.18
12223 - Nursing Assistant III	12.18
12224 - Nursing Assistant IV	13.68
12235 - Optical Dispenser	14.12
12236 - Optical Technician	13.59
12250 - Pharmacy Technician	14.94
12280 - Phlebotomist	13.68
12305 - Radiologic Technologist	23.92
12311 - Registered Nurse I	23.68
12312 - Registered Nurse II	27.20
12313 - Registered Nurse II, Specialist	27.20
12314 - Registered Nurse III	33.15
12315 - Registered Nurse III, Anesthetist	33.15
12316 - Registered Nurse IV	39.45
12317 - Scheduler (Drug and Alcohol Testing)	20.20
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	27.35
13013 - 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	13.47
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.04
13063 - Media Specialist III	21.24
13071 - Photographer I	16.73
13072 - Photographer II	19.05
13073 - Photographer III	23.18
13074 - Photographer IV	28.36
13075 - Photographer V	34.32
13110 - Video Teleconference Technician	17.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.03
14042 - Computer Operator II	17.93
14043 - Computer Operator III	19.99
14044 - Computer Operator IV	23.48
14045 - Computer Operator V	24.61
14071 - Computer Programmer I	(see 1) 22.38
14072 - Computer Programmer II	(see 1) 26.04
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.03
14160 - Personal Computer Support Technician	23.48
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.57
15020 - Aircrew Training Devices Instructor (Rated)	32.15
15030 - Air Crew Training Devices Instructor (Pilot)	38.54
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	24.22
15070 - Flight Instructor (Pilot)	38.54

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	
16010 - Assembler	9.00
16030 - Counter Attendant	9.00
16040 - Dry Cleaner	11.61
16070 - Finisher, Flatwork, Machine	9.00
16090 - Presser, Hand	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	
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	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
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	26.38
23130 - Carpenter, 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
23370 - General Maintenance Worker	18.57
23380 - Ground Support Equipment Mechanic	24.88
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 Mechanic	21.97
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.84
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
23530 - Machinery Maintenance Mechanic	20.60
23550 - Machinist, Maintenance	20.01
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 - Pipefitter, 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
23910 - Small Engine Mechanic	21.10
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 Coordinator	13.01
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 Equipment 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) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	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 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	11.26

31361 - Truckdriver, Light	14.34
31362 - Truckdriver, Medium	19.23
31363 - Truckdriver, Heavy	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
99030 - Cashier	9.26
99050 - Desk Clerk	9.27
99095 - Embalmer	20.21
99251 - Laboratory Animal Caretaker I	9.92
99252 - Laboratory Animal Caretaker II	10.65
99310 - Mortician	27.49
99410 - Pest Controller	17.98
99510 - Photofinishing Worker	12.19
99710 - Recycling Laborer	15.79
99711 - Recycling Specialist	18.79
99730 - 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
99840 - Vending Machine Attendant	13.19
99841 - 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

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

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

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

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

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

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

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

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

following standards as compliance:

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

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

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE [Standard Form 1444 (SF 1444)]

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0017	3. EFFECTIVE DATE 01/19/10	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) Leavenworth	
6. ISSUED BY U.S. Department of Justice Office of the Federal Detention Trustee 4601 N Fairfax Drive, Suite 910 Arlington, VA 22203		7. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215			(X)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-7-C-0002
				10B. DATED (SEE ITEM 11) 01/01/08
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
N/A

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

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

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

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

Contract Number ODT-7-C-0002 for detention services is hereby modified to:
Incorporate the updated Overall Performance Ratings. (See attached)

All other terms and conditions remain the same. Should you have any questions, contact Deborah M. Johnson, Contracting Officer on (202)353-4601.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Deborah M. Johnson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Deborah M. Johnson</i> (Signature of Contracting Officer)	1/19/10

Functional Area Ratings

Overall Performance Ratings¹

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.

¹ Updated January 2010