



**U.S. Immigration
and Customs
Enforcement**

November 21, 2022

Ms. Jacqueline Stevens
601 University Place, 2d floor
Political Science Department
Evanston, IL 60208

**RE: Stevens v. ICE 20-cv-2725
ICE FOIA Case Number 2020-ICLI-00042
Twenty-Fourth Interim Release**

Dear Ms. Stevens:

This letter is the twenty-fourth interim response to your client's Freedom of Information Act (FOIA) requests to U.S. Immigration and Customs Enforcement (ICE). Your client seeks records relating to the following Freedom of Information Act requests: 2018-ICFO-56530, 2020-ICFO-18634, 2019-ICFO-33429, 2019-ICFO-29171, 2018-ICFO-59138, and 2019-ICFO-24680. ICE has considered your request under the FOIA, 5 U.S.C. § 552. This interim response provides additional documents responsive to your FOIA requests 2018-ICFO-59138.

FOIA request 2018-ICFO-59138 seeks:

“A. The most recent Jail Services Costs Statement (JSCS) for the following facilities ICE uses to hold people under immigration laws:

- 1) the Berks County Residential Center, Berks County, PA;
- 2) South Texas Family Residential Center, Dilley, TX;
- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
- 6) Tacoma, WA (GEO)
- 7) Otay Mesa, CA (CoreCivic)
- 8) Eloy, AZ (CoreCivic)
- 9) Pinal County Jail, AZ
- 10) Otero County Processing Center, NM (MTC)
- 11) Joe Corley Detention Facility, Conroe TX (GEO)
- 12) Houston, TX (CoreCivic on Export Drive)
- 13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
- 14) LaSalle, LA

B. Memorandum from Michael J. Davidson, Chief, CALD, OPLA, ICE to William C. Randolph, Director and Head of Contracting Activity, OAQ, ICE, Funding Intergovernmental Service Agreements (Feb. 7, 2013)

C. All information in any medium including but not limited to e-mail, text messages, reports, contracts, memoranda, letters, or faxes signed by, from, to OR about Charlie Dent, John McCormack, Eric Ruth, Matthew Lerch, Judith Kraine, Mark Baldwin, William Dennis, Thomas Gajewski, Judith Schwank, Mark Scott in ICE components that handle Berks County, PA ICE Intergovernmental Service Agreements (IGSAs) and not responsive to previous requests. This means any document under ICE control associated with detention or removal operations, facility leases, purchases, sales, or services rendered in Berks County, PA that reference any of the individuals listed above is responsive to this request. Please make sure to inquire of any ICE component responsible for any negotiations with Berks County. The time frame of this request is 2000 to the present.

The most likely location of records responsive to this request are offices responsible for the Berks County, PA operations, contracts, and reviews, including but not limited to litigation for that facility. In particular, there should be communications in 2006 about ICE-contracted facility firings based on allegations of unlawful actions. Components within ICE that are alerted about misconduct or possible litigation should be searched for responsive records.

D. Please also include all grievance logs and grievances for Berks County, PA, Hudson County, NJ, and Otero County Processing Center, January 1, 2010, to present. (Names and other Personally Identifying information is of course exempt and may be redacted.)

E. All Jail Services Costs Statements for Berks County Family Facility and Hudson County, NJ 2001 to present.

F. Since January 1, 1999, the earliest first 100 pages of documents associated with the IGSA for:

1. Berks County, PA
2. Hudson County, NJ

For "F" please request documents of the component of ICE predecessor INS that would initiate discussions of IGSAs for the purposes of holding people under immigration laws. I am seeking the first information referencing these county governments as suitable detention locations by an INS component in any medium, including but not limited to emails, letters, proposals, memorandums, or reports.

G. All Evaluations associated with contracts for facilities below, including technical and performance evaluations by the Contracting Officers and ICE Detention Planning and Acquisition Unit and ongoing performance and renewals by contract officers EXCEPT Inspector reports. The time frame for this request is January 1, 2000, or the first year of the facility's submission of the JCSC through the present.

- 1) the Berks County Residential Center, Berks County, PA;
- 2) South Texas Family Residential Center, Dilley, TX;

- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
- 6) Tacoma, WA (GEO)
- 7) Otay Mesa, CA (CoreCivic)
- 8) Eloy, AZ (CoreCivic)
- 9) Pinal County Jail, AZ
- 10) Otero County Processing Center, NM (MTC)
- 11) Joe Corley Detention Facility, Conroe TX (GEO)
- 12) Houston, TX (CoreCivic on Export Drive)
- 13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
- 14) LaSalle, LA

H. Evaluations of JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Unit for all detention contracts since January 1, 2008.

I. Evaluations of the FIRST JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Units (or their predecessors) for all currently operating ICE/INS detention facilities except as covered by (H).”

ICE has considered your requests under the FOIA, 5 U.S.C. § 552.

A search of the Office of Acquisitions located records that were potentially responsive to your request. For this production ICE reviewed 764 pages of potentially responsive documents. Of those 764 pages, please note that 156 pages have been sent to CoreCivic for consultation and will be produced upon completion of review. ICE determined that 135 pages were duplicative; 204 pages will be released in full and the remaining 269 pages will be withheld in part pursuant to FOIA Exemptions 4, 6, and 7(C) and 7(E) as described below. A total of 473 pages (which are attachments to the contract documents sent to CoreCivic for consultation) have been Bates numbered 2020-ICLI-00042 8729 through 2020-ICLI-00042 9201.

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter’s objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter’s proprietary interests.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the personally identifiable information of DHS employees and third parties contained within the records.

FOIA Exemption 6 exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public’s right to disclosure against the individual’s right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public

interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes that could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interest in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate. As such, I have determined that the privacy interest in the identities of individuals in the records you have requested clearly outweigh any minimal public interest in disclosure of the information. Please note that any private interest you may have in that information does not factor into this determination.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. I have determined that disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant United States Attorney Alex Hartzler at Alex.Hartzler@usdoj.gov.

Sincerely,

Marcus K. Francis, Sr.
Supervisory Paralegal Specialist

Enclosure: 473 pages

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192116FSETACX0013	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-15-J-00038	10B. DATED (SEE ITEM 13) 09/24/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through September 27, 2016.

This modification is to fund the task order in the amount of (b)(4) and extend the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	8-29-16

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to September 27, 2016. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) = (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0003 in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00008

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2015 to 09/27/2016 Change Item 0001A to read as follows (amount shown is the total amount):				
0001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) (b)(4)				(b)(4)
	Change Item 0001B to read as follows (amount shown is the total amount):				
0001B	Detention Bed Days, Above Guaranteed Minimum, (b)(4) (b)(4)				(b)(4)
	Change Item 0003 to read as follows (amount shown is the total amount):				
0003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117FSETACX0005	5. PROJECT NO. (if applicable)
8. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6): (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6): (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6): BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-15-J-00038	10B. DATED (SEE ITEM 13) 09/24/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Decrease: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804 - CLOSEOUT OF CONTRACT FILE

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through September 27, 2016.

This modification is to deobligate funds in the amount of (b)(4) and closeout the task
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	16C. DATE SIGNED 1-5-17

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00009

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>order.</p> <p>All deliverables have been received and all invoices have been paid.</p> <p>The Contractor hereby releases the Government from any and all liability under this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Close Out Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00009

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Amount: (b)(4)				
	Discount Terms: (b)(4)				
	FOB: Destination				
	Period of Performance: 09/28/2015 to 09/27/2016				
	Change Item 0001B to read as follows (amount shown is the obligated amount):				
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4)				(b)(4)
	Change Item 0002A to read as follows (amount shown is the obligated amount):				
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4)				(b)(4)
	Change Item 0002B to read as follows (amount shown is the obligated amount):				
0002B	Estimated Fuel Cost for Vehicles.				(b)(4)
	Change Item 0003 to read as follows (amount shown is the obligated amount):				
0003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee.				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192116FSETACX0011	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEM-15-D-00015 HSCEM-15-J-00038	10B. DATED (SEE ITEM 13) 09/24/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through August 31, 2016.

This modification is to fund the task order in the amount of (b)(4) and extend the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 7-14-16

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00007

PAGE OF
 2 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to August 31, 2016. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 0002E in the amount of (b)(4) (b)(4) It is estimated that the obligated funds will cover up to the end of this task order.</p> <p>7. CLIN 0002F in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 0003 in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00007

PAGE OF
 3 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2A Quantity changed from (b) to (b) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2E Quantity changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00007

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2F Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2015 to 08/31/2016 Change Item 0001A to read as follows (amount shown is the total amount):				
0001A	Detention Bed Days, Guaranteed Minimum, (b)(4) (b)(4) (b)(4)				(b)(4)
	Change Item 0001B to read as follows (amount shown is the total amount):				
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4)				(b)(4)
	Change Item 0002A to read as follows (amount shown is the total amount):				
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: (b)(4)				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00007

PAGE OF
 5 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4.	(b)(7)(E)				
5.	(b)(4)				
0002B	Change Item 0002B to read as follows (amount shown is the total amount): Estimated Fuel Cost for Vehicles.				(b)(4)
0002D	Change Item 0002D to read as follows (amount shown is the total amount): OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer.				(b)(4)
0002E	Change Item 0002E to read as follows (amount shown is the total amount): Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period.				(b)(4)
0002F	Change Item 0002F to read as follows (amount shown is the total amount): Transportation Fixed and Flat Rate including Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00007

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p>				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 12

IMPORTANT Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER 09/24/2015	2 CONTRACT NO (if any) HSCEDM-15-D-00015	6 SHIP TO b NAME OF CONSIGNEE ICE-ERO-FOD-FSE
-------------------------------	---------------------------------------------	-----------------------------------------------------

3 ORDER NO HSCEDM-15-J-00038	4 REQUISITION/REFERENCE NO 192115FSETACX0012	b STREET ADDRESS Immigration Customs Enforcement 12500 Tukwila International Blvd. (b)(6);
---------------------------------	-------------------------------------------------	-----------------------------------------------------------------------------------------------------

5 ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	c CITY Tukwila	d STATE WA	e ZIP CODE 98168
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------	---------------	---------------------

7 TO	f SHIP VIA
------	------------

a NAME OF CONTRACTOR GEO GROUP INC THE	8 TYPE OF ORDER <input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b DELIVERY
-------------------------------------------	----------------------------------------------------------------------------------------------------------

b COMPANY NAME	REFERENCE YOUR	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
----------------	----------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

c STREET ADDRESS 621 NW 53RD ST (b)(6);	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated
--------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

d CITY BOCA RATON	e STATE FL	f ZIP CODE 334878242
----------------------	---------------	-------------------------

9 ACCOUNTING AND APPROPRIATION DATA See Schedule	10 REQUISITIONING OFFICE ICE Enforcement & Removal
-----------------------------------------------------	-------------------------------------------------------

11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a SMALL <input checked="" type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB	12 FOB POINT Destination
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------

13 PLACE OF a INSPECTION b ACCEPTANCE	14 GOVERNMENT BL. NO.	15 DELIVER TO F O B POINT ON OR BEFORE (Date) Multiple	16. DISCOUNT TERMS (b)(4)
---------------------------------------------	-----------------------	--------------------------------------------------------------	------------------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 612706465 COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov Alternate POC: (b)(6); (b)(7)(C) Continued ...					

18 SHIPPING POINT	19 GROSS SHIPPING WEIGHT	20 INVOICE NO	17(h) TOTAL (Cont pages)
21 MAIL INVOICE TO			
a NAME DHS, ICE	(b)(4)		
b STREET ADDRESS (or P O Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-Seattle	(b)(4)		17(i) GRAND TOTAL
c CITY Williston	d STATE VT	e ZIP CODE 05495-1620	

22 UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)	23 NAME (Typed) (b)(6); (b)(7)(C) TITLE CONTRACTING/ORDERING OFFICER
-----------------------------------------------------------------	----------------------------------------------------------------------------

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/24/2015

CONTRACT NO.
HSCEDM-15-D-00015

ORDER NO
HSCEDM-15-J-00038

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(6); e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Finance POC: (b)(6); (b)(7)(C) (b)(6); e-mail address, (b)(6); @ice.dhs.gov</p> <p>Period of Performance of this Task Order is September 28, 2015 through November 30, 2015.</p> <p>This task order is funded in the amount of (b)(4) CLINS funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) It is estimated that funds obligated will cover up to November 30, 2015.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4) It is estimated the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002C in the amount of (b)(4) It is estimated the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 0002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 0002E in the amount of (b)(4) Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/24/2015

CONTRACT NO.
HSCEDM-15-D-00015

ORDER NO
HSCEDM-15-J-00038

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(4)</p> <p>It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 0002F in the amount of (b)(4)</p> <p>(b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>9. CLIN 0003 in the amount of (b)(4)</p> <p>(b)(4) detainees (b)(4) per detainee = (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 09/28/2015 to 11/30/2015</p>					
0001	<p>DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (b)(4)</p> <p>Orders from this Contract will be issued through the issuance of a task order.</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GJARD</p>					
0001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4)</p> <p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GJARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>	(b)(4)				
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FPMR (41 CFR) 101-11.6

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/24/2015

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO

HSCEDM-15-J-00038

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)	(b)(4)				
0002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT Orders from this Contract will be issued through the issuance of a task order. Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD					
0002A	Transportation Fixed Flat Rate for Eighteen (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4) Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

5

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/24/2015	CONTRACT NO. HSCEDM-15-D-00015	ORDER NO. HSCEDM-15-J-00038
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002B	<p>Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0002C	<p>Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0002D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/24/2015

CONTRACT NO.
HSCEDM-15-D-00015

ORDER NO.
HSCEDM-15-J-00038

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	prior approval by the Contracting Officer. (b)(4) . Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)					
0002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) (b)(4) . Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)					
0002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) (b)(4) For Medford, Oregon: (b)(4) (b)(4) . Product/Service Code: (b)(4) Product/Service Description: Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FPMR (41 CFR) 101-11.6

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/24/2015

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-15-J-00038

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	<p>HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Contractor Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>(b)(7)(E)@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(M))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2003)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/24/2015	CONTRACT NO. HSCEDM-15-D-00015	ORDER NO. HSCEDM-15-J-00038
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>ATTN: ICE-ERO-FOD- FSE Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at (b)(7)(E) prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p style="padding-left: 40px;">(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p style="padding-left: 40px;">(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p style="padding-left: 40px;">(iii) Invoice date and invoice number;</p> <p style="padding-left: 40px;">(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p style="padding-left: 40px;">(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p style="padding-left: 40px;">(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

9

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/24/2015	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-15-J-00038
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2008)
Prescribed by GSA FAR (48 CFR) 53.215(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
10

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/24/2015	CONTRACT NO. HSCEDM-15-D-00015	ORDER NO. HSCEDM-15-J-00038
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services (other than firm fixed price):</p> <p>(1) Bed day rate;</p> <p>(2) Resident's/detainee's check-in and check-out dates;</p> <p>(3) Number of bed days multiplied by the bed day rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price):</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services (other than firm fixed price):</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2000)
Prescribed by GSA FAR (48 CFR) 53.212(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

11

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/24/2015	CONTRACT NO. HSCEDM-15-D-00015	ORDER NO. HSCEDM-15-J-00038
-----------------------------	-----------------------------------	--------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(vi). Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual/s name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <ul style="list-style-type: none"> - Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. - Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. - Use shredders when discarding paper documents containing Sensitive PII. - Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at Continued ... 					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(M))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FAR (48 CFR) 53.213(d)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

12

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/24/2015

CONTRACT NO.
HSCEDM-15-D-00015

ORDER NO
HSCEDM-15-J-00038

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6): (b)(7)(C) or by e-mail at OCFO.CustomerService@ice.dhs.gov</p> <p>The total amount of award: (b)(4)</p> <p>The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2008)

Prescribed by GSA FAR (48 CFR) 53.213(f)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 See Block 16C 192116FSETACX0001

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6): (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
 GEO GROUP INC THE 621 NW 53RD ST (b)(6): BOCA RATON FL 334878242
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-15-J-00038 10B. DATED (SEE ITEM 13) 09/24/2015
 CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 32.703-1 (a) Funding

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

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

DUNS Number: 612706465
 COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Period of Performance of this Task Order is September 28, 2015 through December 31, 2015.

This modification is to fund the task order in the amount of (b)(4) and extend the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 18C. DATE SIGNED
 (Signature of person authorized to sign) 10-22-15

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to December 31, 2015. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002C in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 0002D in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 0002E in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 0002F in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>9. CLIN 0003 in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00001

PAGE OF
3 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2C Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2D Quantity changed from (b)(7) to (b)(7) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2015 to 12/31/2015</p> <p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) (b)(4) Change Item 0001B to read as follows (amount shown is the obligated amount):	(b)(4)			
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4) Change Item 0002A to read as follows (amount shown is the obligated amount):	(b)(4)			
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) Change Item 0002B to read as follows (amount shown is the obligated amount):	(b)(4)			
0002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Change Item 0002C to read as follows (amount shown is the obligated amount):	(b)(4)			
0002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00001

PAGE OF
 6 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0002D to read as follows (amount shown is the obligated amount):</p>				
0002D	<p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0002E to read as follows (amount shown is the obligated amount):</p>				(b)(4)
0002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0002F to read as follows (amount shown is the obligated amount):</p>				(b)(4)
0002F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-16-L002	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST (b)(6): BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (x)	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-15-J-00038	10B. DATED (SEE ITEM 13) 09/24/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through December 31, 2015.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 11-9-15

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification is to replace the Finance POC from (b)(6);(b)(7)(C) to (b)(6);(b)(7)(C) . (b)(6);(b)(7)(C) Phone # is (b)(6); email address - (b)(6);(b)(7)(C)@ice.dhs.gov.</p> <p>Exempt Action: Y Period of Performance: 09/28/2015 to 12/31/2015</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2 AMENDMENT/MODIFICATION NO P00003	3. EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO. 192116FSETACX0002	5. PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6)/(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6)/(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE (b)(6); (b)(7)(C) FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-15-D-00015 HSCEDM-15-J-00038	10B DATED (SEE ITEM 13) 09/24/2015

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

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: (b)(4)
See Schedule

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

<u>CHECK ONE</u>	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 32.703 - 1(a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through January 31, 2016.

This modification is to fund the task order in the amount of (b)(4) and extend the
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	16C DATE SIGNED 1-7-16
(Signature of person authorized to sign)				

NSN 7540-01-152-807D
Previous edition unusable

RD FORM 30 (REV 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE OF
 2 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to January 31, 2016. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002C in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 0002D in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 0002E in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 0002F in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>9. CLIN 0003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE OF
 3 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Account code: (b)(7)(E) - (b)(4) (b)(7)(E) - (b)(4) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Account code: (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2A Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Account code: (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Account code: (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2C Total Amount changed from (b)(4) to (b)(4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE 4 OF 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount for this modification: (b)(4)</p> <p>Account code: (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2D Quantity changed from (b)() to (b)() Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Account code: (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Account code: (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2F Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Account code: (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Account code: (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2015 to 01/31/2016</p> <p>Change Item 0001A to read as follows (amount shown is the obligated amount): Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE 5 OF 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001A	Detention Bed Days, Guaranteed Minimum, Beds 1,181 Beds / Day. Unit of Issue DA is equivalent (b)(4) Change Item 0001B to read as follows (amount shown is the obligated amount):	(b)(4)			
0001B	Detention Bed Days, Above Guaranteed Minimum, (b)(4) (b)(4) Change Item 0002A to read as follows (amount shown is the obligated amount):	(b)(4)			
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) Change Item 0002B to read as follows (amount shown is the obligated amount):	(b)(4)			
0002B	Estimated Fuel Cost for Vehicles. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Change Item 0002C to read as follows (amount shown is the obligated amount):				(b)(4)
0002C	Estimated Travel Cost Inclusive of Lodging and Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE OF
 6 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4)				
0002D	Change Item 0002D to read as follows (amount shown is the obligated amount): OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4)				(b)(4)
0002E	Change Item 0002E to read as follows (amount shown is the obligated amount): Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) (b)(4)				(b)(4)
0002F	Change Item 0002F to read as follows (amount shown is the obligated amount): Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00003

PAGE OF
 7 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue LO is equivalent to Lot.</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO 192116FSETACX0004	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE (b)(7)(E) FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-15-J-00038 10B. DATED (SEE ITEM 13) 09/24/2015	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through February 29, 2016.

This modification is to fund the task order in the amount of (b)(4) and extend the Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 28 Sep 2016

NSN 7540-01-152-6070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00004

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to February 29, 2016. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2A Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2B</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00004

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) . Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2015 to 02/29/2016 Change Item 0001A to read as follows (amount shown is the obligated amount):				
0001A	Detention Bed Days, Guaranteed Minimum, (b)(4) (b)(4) (b)(4) . Change Item 0002A to read as follows (amount shown is the obligated amount):				(b)(4)
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) . Change Item 0002B to read as follows (amount shown is the obligated amount):				(b)(4)
0002B	Estimated Fuel Cost for Vehicles. .				(b)(4)

2 AMENDMENT/MODIFICATION NO. P00005
3 EFFECTIVE DATE See Block 16C
4 REQUISITION/PURCHASE REQ NO See Schedule
5 PROJECT NO. (if applicable)

6 ISSUED BY CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, (b)(6);
Attn: (b)(6); (b)(7)(C)
Laguna Niguel CA 92677
7 ADMINISTERED BY (if other than item 6) CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, (b)(6);
Attn: (b)(6); (b)(7)(C)
Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
GEO GROUP INC THE
621 NW 53RD ST (b)(6);
BOCA RATON FL 334878242

9A AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEDM-15-D-00015
HSCEDM-15-J-00038
10B. DATED (SEE ITEM 13)
09/24/2015
CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: (b)(4)
See Schedule

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

CHECK ONE
A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D OTHER (Specify type of modification and authority)
X FAR 32.703 - 1 (a) Funding

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through April 30, 2016.

This modification is to amend the unit prices of the task order per contract modification
Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)
16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR
15C DATE SIGNED
16C DATE SIGNED
4-7-16
(Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00005

PAGE OF
 2 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P00005, fund the task order in the amount of (b)(4) and extend the ending date to April 30, 2016. CLINS funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002E in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the obligated funds will cover up to the end of this task order.</p> <p>6. CLIN 0002F in the amount of (b)(4) (b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of April 27, Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2016.</p> <p>7. CLIN 0003 in the amount of (b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Unit Price changed from (b)(4) to (h)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0008 (b)(7)(E) Amount: (b)(4)</p> <p>Requisition # 192116FSETACX0009 (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Unit Price changed from (h)(4) to (b)(4) Total Amount changed from (h)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0008 (b)(7)(E) Amount: (b)(4)</p> <p>Requisition # 192116FSETACX0009 (b)(7)(E) Amount: (h)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00005

PAGE 4 OF 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2A Quantity changed from (h) to (b) Unit Price changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0008 (b)(7)(E) Amount: (b)(4)</p> <p>Requisition # 192116FSETACX0009 (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0008 (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2E Unit Price changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0009 (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2F Quantity changed from (h) to (b) Unit Price changed from (h)(4) to (h)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition # 192116FSETACX0008 (b)(7)(E) Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) Requisition # 192116FSETACX0009 (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Requisition # 192116FSETACX0008 (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2015 to 04/30/2016 Change Item 0001A to read as follows (amount shown is the total amount):				
0001A	Detention Bed Days, Guaranteed Minimum, (b)(4) (b)(4) (b)(4)				(b)(4)
0001B	Change Item 0001B to read as follows (amount shown is the total amount): Detention Bed Days, Above Guaranteed Minimum, (b)(4) (b)(4)				(b)(4)
0002A	Change Item 0002A to read as follows (amount shown is the total amount): Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00005

PAGE OF
 6 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2. 3. 4. 5.	(b)(4)				
0002B	Unit of Issue MO is equivalent to Month. Change Item 0002B to read as follows (amount shown is the total amount): Estimated Fuel Cost for Vehicles.				(b)(4)
0002E	Change Item 0002E to read as follows (amount shown is the total amount): Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period.	(b)(4)			
0002F	Change Item 0002F to read as follows (amount shown is the total amount): Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4)	(b)(4)			
	Change Item 0003 to read as follows (amount shown is the total amount): Continued ...				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4)</p> <p>Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO. P00006	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192116FSETACX0010	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-15-D-00015 HSCEDM-15-J-00038	10B DATED (SEE ITEM 13) 09/24/2015

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Period of Performance of this Task Order is September 28, 2015 through July 31, 2016.

This modification is to fund the task order in the amount of (b)(4) and extend the Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	18C DATE SIGNED 4-2-16

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ending date to July 31, 2016. CLINs funded are:</p> <p>1. CLIN 0001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 0001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 0002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 0002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 0002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 0002E in the amount of (b)(4) (b)(4) It is estimated that the obligated funds will cover up to the end of this task order.</p> <p>7. CLIN 0002F in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 0003 in the amount of (b)(4) detainees x (b)(4) per day = (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00006

PAGE OF
 3 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00006

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2F Quantity changed from [] to (h)/ Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2015 to 07/31/2016</p> <p>Change Item 0001A to read as follows (amount shown is the total amount):</p>				
0001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) to Bed-Day.</p> <p>Change Item 0001B to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00006

PAGE OF
 5 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4) Change Item 0002A to read as follows (amount shown is the total amount):	(b)(4)			
0002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. 3. (b)(4) 4. 5. (b)(4)	(b)(4)			
0002B	Change Item 0002B to read as follows (amount shown is the total amount): Estimated Fuel Cost for Vehicles.	(b)(4)			
0002D	Change Item 0002D to read as follows (amount shown is the total amount): OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4) Change Item 0002E to read as follows (amount shown is the total amount): Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-15-J-00038/P00006

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) (b)(4) . Change Item 0002F to read as follows (amount shown is the total amount):	(b)(4)			
0002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4) (b)(4) .	(b)(4)			
0003	Change Item 0003 to read as follows (amount shown is the total amount): Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)	(b)(4)			

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable)
 P00007 See Block 16C 192117FSETACX0010

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

ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

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

GEO GROUP INC THE
 ATTN GEO GROUP INC THE
 621 NW 53RD ST (b)(6)
 BOCA RATON FL 334878242

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO.
 HSCEDM-15-D-00015
 HSCEDM-16-J-00052

10B DATED (SEE ITEM 13)
 09/21/2016

CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through June 30, 2017
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)

15B CONTRACTOR/OFFEROR 15C DATE SIGNED (b)(6); (b)(7)(C) 16C DATE SIGNED 7-3-17
 (Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00007

PAGE OF
2 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (h)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002B in the amount of (h)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002E in the amount of (b)(4) (h)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00007

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00007

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 06/30/2017 Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) (b)(4)	(b)(4)			
1002A	Change Item 1002A to read as follows (amount shown is the obligated amount): Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4)				(b)(4)
1002B	Change Item 1002B to read as follows (amount shown is the obligated amount): Estimated Fuel Cost for Vehicles.				(b)(4)
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002D	<p>Change Item 1002D to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p>				(b)(4)
1002E	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p>				(b)(4)
1002F	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p>				(b)(4)
	<p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00019/HSCEDM-15-J-00052/P00007

PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO P00008	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192117FSETACX0011	5 PROJECT NO (If applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6): BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE (b)(7)(E)		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		* 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-16-J-00052	
		10B. DATED (SEE ITEM 13) 09/21/2016	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF.
	D OTHER (Specify type of modification and authority)
X	FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through August 31, 2017
Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
	16C DATE SIGNED 8-3-17

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> 1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 2. CLIN 1002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 3. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 4. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 5. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 6. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. 7. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. <p>Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00008

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (h)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (h)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00008

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 08/31/2017 Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) (b)(4) Change Item 1002A to read as follows (amount shown is the obligated amount):				(b)(4)
1002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) Change Item 1002B to read as follows (amount shown is the obligated amount):				(b)(4)
1002B	Estimated Fuel Cost for Vehicles. Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00008

PAGE OF
 5 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002D	<p>Change Item 1002D to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p>	(b)(4)			
1002E	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p>	(b)(4)			
1002F	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>Unit of Issue MO is equivalent to Month.</p>				(b)(4)
	<p>Change Item 1003 to read as follows (amount shown Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00008

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	is the obligated amount): Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO P00009	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192117FSETACX0012	5 PROJECT NO (If applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO HSCEM-15-D-00015 HSCEM-16-J-00052	10B DATED (SEE ITEM 13) 09/21/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6);@ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR	15C DATE SIGNED
(Signature of person authorized to sign)	
	16C DATE SIGNED 9-11-17

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance of this Task Order is September 28, 2016 through September 27, 2017</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <p>1. CLIN 1001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002A in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00009

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00009

PAGE OF
4 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	<p>CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2016 to 09/27/2017</p> <p>Change Item 1001A to read as follows (amount shown is the obligated amount):</p>					
1001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) (b)(4)</p>	(b)(4)				
	<p>Change Item 1001B to read as follows (amount shown is the obligated amount):</p>					
1001B	<p>Detention Bed Days, Above Guaranteed Minimum, (b)(4) Continued ...</p>	(b)(4)				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00009

PAGE OF
 5 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
1002A	Change Item 1002A to read as follows (amount shown is the obligated amount): Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. 3. (b)(4) 4. 5. (b)(4)				(b)(4)
1002B	Change Item 1002B to read as follows (amount shown is the obligated amount): Estimated Fuel Cost for Vehicles.				(b)(4)
1002D	Change Item 1002D to read as follows (amount shown is the obligated amount): OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4)				(b)(4)
1002E	Change Item 1002E to read as follows (amount shown is the obligated amount): Remote Post and Other Destinations. Remote Post Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00009

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p>				
1002F	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p>				(b)(4)
1003	<p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00010 See Block 16C 192118FSETACOMA02
 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 ICE/DM/DC-LAGUNA ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 24000 Avila Road, (b)(6): 24000 Avila Road, (b)(6):
 Attn: (b)(6); (b)(7)(C) Attn: (b)(6); (b)(7)(C)
 Laguna Niguel CA 92677 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE (x)
 ATTN GEO GROUP INC THE
 621 NW 53RD ST (b)(6)
 BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSCEDM-15-D-00015
 HSCEDM-16-J-00052
 10B. DATED (SEE ITEM 13)
 09/21/2016
 CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address,
 (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C) @ice.dhs.gov

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED
 _____ 11-13-17
 (Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00010

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001B	<p>Period of Performance of this Task Order is September 28, 2016 through September 27, 2017</p> <p>This modification is to fund CLIN 1001B with Prior Year FY17 funds in the amount of (b)(4)</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount: for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2016 to 09/27/2017</p> <p>Change Item 1001B to read as follows (amount shown is the obligated amount):</p> <p>Detention Bed Days, Above Guaranteed Minimum, (b)(4)</p> <p>(b)(4)</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00003 See Block 16C 192117FSETACX0004

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6);
 Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-16-J-00052
 10B. DATED (SEE ITEM 13) 09/21/2016
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through January 8, 2017

This task order is funded in the amount of (b)(4) CLINs funded are:
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002E in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>. Exempt Action: Y</p> <p>. LIST OF CHANGES: Reason for Modification : Funding Only Action</p> <p>Total Amount for this Modification: (b)(4) New Total Obligated Amount for this Award: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00003

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002E Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00003

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) . Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 01/08/2017 Change Item 1001A to read as follows (amount shown is the obligated amount): 1001A Detention Bed Days, Guaranteed Minimum, (b)(4) (b)(4) Beds / Day. (b)(4) (b)(4) . Change Item 1001B to read as follows (amount shown is the obligated amount): 1001B Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4) . Continued ...				(b)(4)
					(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00003

PAGE OF
5 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002A	<p>Change Item 1002A to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are:</p> <ol style="list-style-type: none"> 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) <p>(b)(4)</p>				(b)(4)
1002B	<p>Change Item 1002B to read as follows (amount shown is the obligated amount):</p> <p>Estimated Fuel Cost for Vehicles.</p> <p>.</p>				(b)(4)
1002D	<p>Change Item 1002D to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p>				(b)(4)
1002E	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00003

PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) (b)(4) .				
1002F	Change Item 1002F to read as follows (amount shown is the obligated amount): Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) 				(b)(4)
1003	Change Item 1003 to read as follows (amount shown is the obligated amount): Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) .				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/21/2016		2. CONTRACT NO. (If any) HSCEDM-15-D-00015		6. SHIP TO:	
3. ORDER NO. HSCEDM-16-J-00052		4. REQUISITION/REFERENCE NO. 192116FSETACK0012		a. NAME OF CONSIGNEE ICE-ERO-FOD-FSE	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (h)(6); (h)(7)(C) Laguna Niguel CA 92677				b. STREET ADDRESS Immigration Customs Enforcement 12500 Tukwila International Blvd. (b)(6):	
7. TO: GEO GROUP INC THE		c. CITY Tukwila		d. STATE WA	e. ZIP CODE 98168
a. NAME OF CONTRACTOR GEO GROUP INC THE				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 621 NW 53RD ST (b)(6):				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY BOCA RATON		e. STATE FL	f. ZIP CODE 334878242	Please furnish the following on the forms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Enforcement & Removal	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/31/2016	
a. INSPECTION Destination	b. ACCEPTANCE Destination			18. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 612706465 COTR POC: (b)(6); (b)(7)(C) e-mail address, (h)(6); (h)(7)(C)@ice.dhs.gov Alternate POC: (b)(6); (b)(7)(C) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				(b)(4)		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-Seattle				(b)(4)		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2013)
Prescribed by GSA/FAR 48 CFR 53.215(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(6); e-mail address, (b)(6);(b)(7)(C)@ice.dhs.gov</p> <p>Finance POC: (b)(6);(b)(7)(C)</p> <p>(b)(6); Email address, (b)(6);(b)(7)(C)@ice.dhs.gov</p> <p>Period of Performance of this Task Order is September 28, 2016 through October 31, 2016.</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002C in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>7. CLIN 1002E in the amount of (b)(4)</p> <p>(b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 1002F in the amount of (b)(4)</p> <p>(b)(4)</p> <p>(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>9. CLIN 1003 in the amount of (b)(4)</p> <p>It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y Period of Performance: 09/28/2016 to 10/31/2016</p>					
1001	<p>DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated (b)(4))</p> <p>Orders from this Contract will be issued through the issuance of a task order.</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)	
1001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4)</p> <p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)
Prescribed by GSA FAR (48 CFR) 53.213(d)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
09/21/2016

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO.
HSCEDM-16-J-00052

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1001B	Detention Bed Days, Above Guaranteed Minimum, (b)(4) (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)	(b)(4)				
1002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT Orders from this Contract will be issued through the issuance of a task order. Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)	
1002A	Transportation Fixed Flat Rate for (b)(4) (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
1002B	Estimated Fuel Cost for Vehicles. Accounting Info: Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2005)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
5

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(7)(E)					
	Funded: (b)(4)					
1002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)	
	(b)(4)					
	Accounting Info: (b)(7)(E)					
	Funded: (b)(4)					
1002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)	
	Accounting Info: (b)(7)(E)					
	Funded: (b)(4)					
1002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of Continued ... (b)(4)				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2009)
Prescribed by GSA FAR (48 CFR) 53.213-7

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
6

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO. HSCEDM-16-J-00052
-----------------------------	----------------------------------	--------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)					
1002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) (b)(4) For Medford, Oregon: (b)(4) (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
1003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) (b)(4) Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Contractor Invoicing Instructions: Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(M))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE - ERO - FOD -Seattle Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(1) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2001)

Prescribed by GSA FPMR (41 CFR) 101-11.6

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
8

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2001)
Prescribed by GSA FAR (45 CFR) 53.215(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

9

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/21/2016	CONTRACT NO HSCECM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services (other than firm fixed price):</p> <p>(1) Bed day rate;</p> <p>(2) Resident's/detainee's check-in and check-out dates;</p> <p>(3) Number of bed days multiplied by the bed day rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price):</p> <p>(1) The mileage rate being</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2000)
Prescribed by GSA FAR (48 CFR) 53.213(d)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
13

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services (other than firm fixed price):</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2000)
Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

11

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/21/2016	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-16-J-00052
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>As part of your obligation to safeguard information, the follow precautions are required:</p> <ul style="list-style-type: none"> • Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. • Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. • Use shredders when discarding paper documents containing Sensitive PII. • Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information. (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII. <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2009)
Prescribed by GSA FPMR (41 CFR) 101-11.6

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117FSETACK0001	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE (b)(7)(E)		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-16-J-00052	
		10B. DATED (SEE ITEM 13) 09/21/2016	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

(b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through November 30, 2016

This task order is funded in the amount of (b)(4) CLINs funded are:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 10-18-16

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00001

PAGE OF
2 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. CLIN 1001 in the amount of \$(b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of \$(b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00001

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1001B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Continued ...				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00001

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 11/30/2016 Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Detention Bed Days, Guaranteed Minimum, (b)(4) 1,181 Beds / Day. (b)(4) (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 1001B to read as follows (amount shown is the obligated amount):				(b)(4)
1001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4) Change Item 1002A to read as follows (amount shown is the obligated amount):				(b)(4)
1002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5.	(b)(4)				
	(b)(4)				
1002B	<p>Change Item 1002B to read as follows (amount shown is the obligated amount):</p> <p>Estimated Fuel Cost for Vehicles.</p>				(b)(4)
1002D	<p>Change Item 1002D to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p>				(b)(4)
1002E	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period.</p>				(b)(4)
1002F	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00001

PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4) (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192117FSETACX0002	5. PROJECT NO. (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO HSCEDM-15-D-00015 HSCEDM-16-J-00052	10B DATED (SEE ITEM 13) 09/21/2016

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 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C), Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through December 8, 2016

This task order is funded in the amount of (b)(4) CLINs funded are:

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
15B CONTRACTOR/OFFEROR	16C. DATE SIGNED 11-25-16

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00002

PAGE OF
 3 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1001B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00002

PAGE OF
 4 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) CHANGES FOR DELIVERY LOCATION: ICE/ERO/SEATTLE Amount changed from (b)(4) to (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 12/08/2016 Change Item 1001A to read as follows (amount shown is the obligated amount): 1001A Detention Bed Days, Guaranteed Minimum, Beds (b)(4) (b)(4) Beds / Day. (b)(4) (b)(4) Change Item 1001B to read as follows (amount shown is the obligated amount): 1001B Detention Bed Days, Above Guaranteed Minimum, Beds of 394. (b)(4) Continued ...				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002A	<p>(b)(4)</p> <p>Change Item 1002A to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are:</p> <ol style="list-style-type: none"> 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) <p>(b)(4)</p>				(b)(4)
1002B	<p>(b)(4)</p> <p>Change Item 1002B to read as follows (amount shown is the obligated amount):</p> <p>Estimated Fuel Cost for Vehicles.</p>				(b)(4)
1002C	<p>(b)(4)</p> <p>Change Item 1002C to read as follows (amount shown is the obligated amount):</p> <p>Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates / costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p>				(b)(4)
1002D	<p>(b)(4)</p> <p>Change Item 1002D to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME. Overtime must be pre-approved by the Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00002

PAGE OF
 6 7

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p> <p>(b)(4)</p>				
	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p>				
1002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p>				(b)(4)
	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p>				
1002F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: 1 Van and 1 Transporter</p> <p>For Medford, Oregon: 2 Transporters</p> <p>(b)(4)</p>				(b)(4)
	<p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p>				
1003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4)</p> <p>Contractor shall not exceed the amount shown</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00002

PAGE OF
7 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	without prior approval by the Contracting Officer. (b)(4)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2 AMENDMENT/MODIFICATION NO P00004	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO 192117FSETACX0007	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO HSCEDM-15-D-00015 HSCEDM-16-J-00052	10B DATED (SEE ITEM 13) 09/21/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)
SEE SCHEDULE Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through January 31, 2017

This task order is funded in the amount of (b)(4) CLINs funded are:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	16C. DATE SIGNED 1-17-17
-----------------------------------------------	-------------------------	------------------	---------------------------------------------------------------------------------	-----------------------------

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00004

PAGE OF
 2 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1003 in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Amount changed from (b)(4) to (b)(4) Obligated amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Obligated amount of this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2016 to 01/31/2017</p> <p>Change Item 1001A to read as follows (amount shown is the obligated amount): Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) to Bed-day.</p> <p>Change Item 1002A to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
1002A	<p>Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are:</p> <p>1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 1002B to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
1002B	<p>Estimated Fuel Cost for Vehicles.</p> <p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
1002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>	(b)(4)			

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4)</p> <p>Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO P00005	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO 192117FSETACX0008	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (h)(6); (h)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (h)(6): Attn: (h)(6); (h)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6): BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-16-J-00052	10B DATED (SEE ITEM 13) 09/21/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

(b)(4)

See Schedule

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (h)(6); (h)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6):@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through April 30, 2017

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
15B CONTRACTOR/OFFEROR	16C DATE SIGNED 3-2-17

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00005

PAGE OF
 2 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4)</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002D in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>8. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00005

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B</p> <p>Quantity changed from (b)(4) to (b)(4)</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002D</p> <p>Quantity changed from (b)(4) to (b)(4)</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002E</p> <p>Quantity changed from (b)(4) to (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00005

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) CHANGES FOR DELIVERY LOCATION: ICE/ERO/SEATTLE Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 04/30/2017 Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Detention Bed Days, Guaranteed Minimum, (b)(4) (b)(4)	(b)(4)			
	Change Item 1001B to read as follows (amount shown is the obligated amount): Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00005

PAGE OF
 5 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001B	Detention Bed Days, Above Guaranteed Minimum, (b)(4) (b)(4) . Change Item 1002A to read as follows (amount shown is the obligated amount):	(b)(4)			
1002A	Transportation Fixed Flat Rate for (b)(4) (b)(4) These vehicles are: 1. (b)(4) 2. 3. 4. 5. . (b)(4) . Change Item 1002B to read as follows (amount shown is the obligated amount):	(b)(4)			
1002B	Estimated Fuel Cost for Vehicles. . Change Item 1002D to read as follows (amount shown is the obligated amount):	(b)(4)			
1002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4) . Change Item 1002E to read as follows (amount shown is the obligated amount): Continued ...	(b)(4)			

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002E	<p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4)</p> <p>(b)(4)</p> <p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
1002F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)</p>				(b)(4)

2 AMENDMENT/MODIFICATION NO P00006
 3 EFFECTIVE DATE See Block 16C
 4 REQUISITION/PURCHASE REQ NO 192117FSETACX0009
 5 PROJECT NO (If applicable)

6 ISSUED BY CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6):
 Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
 7 ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6):
 Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)
 GEO GROUP INC THE
 ATTN GEO GROUP INC THE
 621 NW 53RD ST (b)(6)
 BOCA RATON FL 334878242

9A AMENDMENT OF SOLICITATION NO (x)
 9B DATED (SEE ITEM 11)
 10A MODIFICATION OF CONTRACT/ORDER NO
 HSCEDM-15-D-00015
 HSCEDM-16-J-00052
 10B DATED (SEE ITEM 13)
 09/21/2016

CODE (b)(7)(E) FACILITY CODE
 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: (b)(4)

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

CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
 D OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR: (b)(6); (b)(7)(C) email address, (b)(6); (b)(7)(C)@ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) Email address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2016 through May 31, 2017
 Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)
 16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C DATE SIGNED
 16C DATE SIGNED 5-22-17

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00006

PAGE OF
 2 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order is funded in the amount of (b)(4) CLINS funded are:</p> <p>1. CLIN 1001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 1001B in the amount of (b)(4) (b)(4)</p> <p>3. CLIN 1002A in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>7. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00006

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/ERO/SEATTLE Amount changed from (b)(4) to (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002E Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00006

PAGE OF
 4 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CHANGES FOR DELIVERY LOCATION: ICE/ERO/SEATTLE Amount changed from (b)(4) to (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 1003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2016 to 05/31/2017 Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds / Day. (b)(4) (b)(4)				(b)(4)
	Change Item 1001B to read as follows (amount shown is the obligated amount):				
1001B	Detention Bed Days, Above Guaranteed Minimum, Beds of (b)(4) (b)(4)				(b)(4)
	Change Item 1002A to read as follows (amount shown is the obligated amount):				
1002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: Continued ...				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. [Redacted]</p> <p>2. [Redacted]</p> <p>3. (b)(4)</p> <p>4. [Redacted]</p> <p>5. [Redacted]</p> <p>[Redacted]</p>				
1002B	<p>Change Item 1002B to read as follows (amount shown is the obligated amount):</p> <p>Estimated Fuel Cost for Vehicles.</p>				(b)(4)
1002E	<p>Change Item 1002E to read as follows (amount shown is the obligated amount):</p> <p>Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period.</p>				(b)(4)
1002F	<p>Change Item 1002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>[Redacted]</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-16-J-00052/P00006

PAGE OF
6 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	--------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-17-J-00032
	10B. DATED (SEE ITEM 13) 09/14/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2017 through April 30, 2018.

Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification is to amend the unit prices of the task order per contract modification P00011, fund the task order in the amount of (b)(4) and extend the ending date to April 30, 2018. CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) CLIN 2001B in the amount of (b)(4) CLIN 2002A in the amount of (b)(4) CLIN 2002B in the amount of (b)(4) CLIN 2002D in the amount of (b)(4) CLIN 1002E in the amount of (b)(4) CLIN 2002F in the amount of (b)(4) CLIN 2003 in the amount of (b)(4) <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Requisition No: 192118FSETACOMA08 (b)(7)(E) Amount (b)(4)</p> <p>Requisition No: 192118FSETACOMA09 (b)(7)(E) Amount (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00006

PAGE OF
3 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Requisition No: 192118FSETACOMA08 (b)(7)(E) Amount: (b)(4)				
	Requisition No: 192118FSETACOMA09 (b)(7)(E) Amount: (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	Requisition No: 192118FSETACOMA08 (b)(7)(E) Amount: (b)(4)				
	Requisition No: 192118FSETACOMA09 (b)(7)(E) Amount: (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 2002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	Requisition No: 192118FSETACOMA09 (b)(7)(E) Amount: (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 2002D Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	Requisition No: 192118FSETACOMA09 (b)(7)(E) Amount: (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 2002E Total Amount changed from (b)(4) to (b)(4) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00006

PAGE OF
4 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Obligated Amount for this modification: (b)(4)</p> <p>Requisition No: 192118FSETACOMA08 (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Requisition No: 192118FSETACOMA08 (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Requisition No: 192118FSETACOMA09 (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>Requisition No: 192118FSETACOMA09 (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2017 to 04/30/2018</p> <p>Change Item 2001A to read as follows (amount shown is the obligated amount):</p>				
2001A	<p>Detention Bed Days, Guaranteed Minimum, (b)(4)</p> <p>(b)(4)</p> <p>(b)(4)</p> <p>Change Item 2001B to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00006

PAGE OF
5 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001B	Detention Bed Days, Above Guaranteed Minimum Beds of (b)(4) The unit price of 2001B is (b)(4) Change Item 2002A to read as follows (amount shown is the obligated amount):				(b)(4)
2002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) The unit price of 2002A is (b)(4) Change Item 2002B to read as follows (amount shown is the obligated amount):				(b)(4)
2002B	Estimated Fuel Cost for Vehicles. Change Item 2002D to read as follows (amount shown is the obligated amount):				(b)(4)
2002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4) Change Item 2002E to read as follows (amount shown is the obligated amount):				(b)(4)
2002E	Remote Post and Other Destinations. Remote Post Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00006

PAGE OF
 6 6

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period.</p> <p>(b)(4)</p> <p>.</p>				
2002F	<p>Change Item 2002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>The unit price of 2002F is (b)(4)</p> <p>.</p>				(b)(4)
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>(b)(4)</p>			(b)(4)	

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00007 See Block 16C 192118FSETACOMA12

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6);
 Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-17-J-00032
 10B. DATED (SEE ITEM 13) 09/14/2017
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 SEE SCHEDULE

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Period of Performance of this Task Order is September 28, 2017 through September 27, 2018.

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

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification is to fund the task order in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) CLIN 2001B in the amount of (b)(4) CLIN 2002A in the amount of (b)(4) CLIN 2002B in the amount of (b)(4) CLIN 2002E in the amount of (b)(4) CLIN 2002F in the amount of (b)(4) CLIN 2003 in the amount of (b)(4) <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00007

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002E Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2017 to 09/27/2018</p> <p>Change Item 2001A to read as follows (amount shown Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00007

PAGE OF
 4 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
2001A	Detention Bed Days, Guaranteed Minimum, Beds 1,181 Beds I Day. (b)(4) Change Item 2001B to read as follows (amount shown is the obligated amount):	(b)(4)			
2001B	Detention Bed Days, Above Guaranteed Minimum Beds of (b)(4) The unit price of 2001B is (b)(4)				(b)(4)
2002A	Change Item 2002A to read as follows (amount shown is the obligated amount): Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. 3. 4. 5. The unit price of 2002A is (b)(4)				(b)(4)
2002B	Change Item 2002B to read as follows (amount shown is the obligated amount): Estimated Fuel Cost for Vehicles.				(b)(4)
2002E	Change Item 2002E to read as follows (amount shown is the obligated amount): Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00007

PAGE OF
5 5

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	performance period. (b)(4) . Change Item 2002F to read as follows (amount shown is the obligated amount): 2002F Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4) The unit price of 2002F is (b)(4) . Change Item 2003 to read as follows (amount shown is the obligated amount): 2003 Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)				(b)(4)
				(b)(4)	

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 11

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/14/2017		2. CONTRACT NO. (If any) HSCEDM-15-D-00015		6. SHIP TO	
3. ORDER NO HSCEDM-17-J-00032		4. REQUISITION/REFERENCE NO 192117FSETACX0013		a. NAME OF CONSIGNEE ICE-ERO-FOD-FSE	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677				b. STREET ADDRESS Immigration Customs Enforcement 12500 Tukwila International Blvd. (b)(6);	
7. TO GEO GROUP INC THE		c. CITY Tukwila		d. STATE WA	e. ZIP CODE 98168
a. NAME OF CONTRACTOR GEO GROUP INC THE		f. SHIP VIA			
b. COMPANY NAME		8. TYPE OF ORDER			
c. STREET ADDRESS 621 NW 53RD ST (b)(6);		<input type="checkbox"/> a PURCHASE REFERENCE YOUR		<input checked="" type="checkbox"/> b DELIVERY	
d. CITY BOCA RATON		e. STATE FL		f. ZIP CODE 334878242	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE Enforcement & Removal			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB					12. FOB POINT Destination
13. PLACE OF		14. GOVERNMENT B/L NO		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 612706465 COTR POC: (b)(6); (b)(7)(C) (b)(6); e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		17(h) TOTAL (Cont pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-FSE		(b)(4)				
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER				

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Alternate COR: (b)(6); (b)(7)(C) (b)(6); e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Alternate COR: (b)(6); (b)(7)(C) (b)(6); e-mail address, (b)(6);@ice.dhs.gov</p> <p>Finance POC: (b)(6); (b)(7)(C) (b)(6); e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Period of Performance of this Task Order is September 28, 2017 through October 31, 2017.</p> <p>This task order is funded in the amount of (h)(4) CLINs funded are:</p> <p>1. CLIN 2001 in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>2. CLIN 2001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>3. CLIN 2002A in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>4. CLIN 1002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>5. CLIN 1002C in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.</p> <p>6. CLIN 1002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(M))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	7. CLIN 1002E in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.					
	8. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.					
	9. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order.					
	Exempt Action: Y Sensitive Award: NONE Period of Performance: 09/28/2017 to 10/31/2017					
2001	DETENTION SERVICES IAW THE PERFORMANCE WORK STATEMENT (Estimated 1,575 Bed Days)					(b)(4)
	Accounting Info: Funded: (b)(4)					
2001A	Detention Bed Days, Guaranteed Minimum, Beds 1,181 Beds 1 Day. (b)(4)					(b)(4)
	Delivery: 10/31/2017 Accounting Info: (b)(7)(E)					
	Funded: (b)(4)					
2001B	Detention Bed Days, Above Guaranteed Minimum Beds of 394. (b)(4)					(b)(4)
	Delivery: 10/31/2017 Accounting Info: (b)(7)(E)					
	Continued ...					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO
4

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/14/2017	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-17-J-00032
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(7)(E) Funded: (b)(4)					
2001	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT Accounting Info: Funded: (b)(4)					
2002A	Transportation Fixed Flat Rate for Eighteen (b)(4) These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4)				(b)(4)	
	Delivery: 10/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4)					
2002B	Estimated Fuel Cost for Vehicles. Delivery: 10/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
2002C	Estimated Travel Cost Inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) Continued ...				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

5

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(b)(4) Delivery: 10/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4)					
2002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4) Delivery: 10/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
2002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) Delivery: 10/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4) Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

6

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER 09/14/2017	CONTRACT NO HSCEDM-15-D-00015	ORDER NO HSCEDM-17-J-00032
-----------------------------	----------------------------------	-------------------------------

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
2002F	<p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>(b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p> <p>Delivery: 10/31/2017</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
2003	<p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>(b)(4)</p> <p>Delivery: 10/31/2017</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Contractor Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT. Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE - ERO - FOD - FSE Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(M))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

8

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(1) Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractor's cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2004)
Prescribed by GSA FPMR (48 CFR) 101-11.6

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

9

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (Items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services (other than firm fixed price):</p> <p>(1) Bed day rate;</p> <p>(2) Resident's/detainee's check-in and check-out dates;</p> <p>(3) Number of bed days multiplied by the bed day rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price):</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 Rev. 4/73
Prescribed by GSA FAR (48 CFR) 53.213

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

10

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER

CONTRACT NO

ORDER NO

09/14/2017

HSCEDM-15-D-00015

HSCEDM-17-J-00030

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>all receipts.</p> <p>(v). Stationary Guard Services (other than firm fixed price):</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <ul style="list-style-type: none"> • Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. • Never leave paper documents containing Sensitive PII unattended and <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

11

IMPORTANT Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
09/14/2017

CONTRACT NO.
HSCEDM-15-D-00015

ORDER NO
HSCEDM-17-J-00032

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <ul style="list-style-type: none"> • Use shredders when discarding paper documents containing Sensitive PII. • Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII. <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov</p> <p>The total amount of award: \$(b)(4) The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	See Block 16C	192118FSETACOMA01	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA	ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		HSCEDM-15-D-00015	
		HSCEDM-17-J-00032	
		10B. DATED (SEE ITEM 13)	
CODE	(b)(7)(E)		09/14/2017
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address,
(b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED
	10-23-17

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance of this Task Order is September 28, 2017 through November 30, 2017.</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002A in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 1002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 1003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002E Quantity changed from (b)(4) to (b)(4)</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Quantity changed from (b)(4) to (b)(4)</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00001

PAGE OF
 4 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001A	Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2017 to 11/30/2017 Change Item 2001A to read as follows (amount shown is the obligated amount): Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds 1 Day. (b)(4)	(b)(4)			
2001B	Change Item 2001B to read as follows (amount shown is the obligated amount): Detention Bed Days, Above Guaranteed Minimum Beds of (b)(4) (b)(4)				(b)(4)
2002A	Change Item 2002A to read as follows (amount shown is the obligated amount): Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4)				(b)(4)
2002E	Change Item 2002E to read as follows (amount shown is the obligated amount): Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00001

PAGE OF
 5 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002F	<p>(b)(4)</p> <p>Change Item 2002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: (b)(4)</p> <p>For Medford, Oregon: (b)(4)</p> <p>(b)(4)</p>				(b)(4)
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>(b)(4)</p>			(b)(4)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 5
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FSETACOMA03	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-17-J-00032	
		10B. DATED (SEE ITEM 13) 09/14/2017	
CODE (b)(7)(E)	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address,
(b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED 11-16-17

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance of this Task Order is September 28, 2017 through December 31, 2017.</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002B in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002D in the amount of (b)(4) (b)(4). It is estimated that the funds obligated will cover up to the end of this task order. CLIN 1002E in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 1002F in the amount of (b)(4). It is estimated that the funds obligated will cover up to the end of this task order. <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/ERO/SEATTLE Amount changed from (b)(4) to (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002D Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002E Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001A	Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2017 to 12/31/2017 Change Item 2001A to read as follows (amount shown is the obligated amount): Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds I Day. (b)(4)				(b)(4)
2001B	Change Item 2001B to read as follows (amount shown is the obligated amount): Detention Bed Days, Above Guaranteed Minimum (b)(4) (b)(4) (b)(4)				(b)(4)
2002B	Change Item 2002B to read as follows (amount shown is the obligated amount): Estimated Fuel Cost for Vehicles.				(b)(4)
2002D	Change Item 2002D to read as follows (amount shown is the obligated amount): OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4) Change Item 2002E to read as follows (amount shown is the obligated amount): Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00002

PAGE OF
 5 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002E	Remote Post and Other Destinations. Remote Post and Other Destinations must be pre-approved by the Government and tracked by the Contractor (including name of approver, hours approved and date of approval). Hours not used in any base or option period will not roll over to the next performance period. (b)(4) Change Item 2002F to read as follows (amount shown is the obligated amount):	(b)(4)			
2002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4) (b)(4)	(b)(4)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FSETACOMA05	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6) BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-15-D-00015 HSCEDM-17-J-00032	10B. DATED (SEE ITEM 13) 09/14/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

CONTR POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C), e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED (b)(6); (b)(7)(C)
	16C. DATE SIGNED 11/3/18

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance of this Task Order is September 28, 2017 through January 31, 2018..</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) CLIN 2001B in the amount of (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) CLIN 2002A in the amount of (b)(6); CLIN 2002F in the amount of (b)(6); CLIN 2003 in the amount of (b)(6); <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(6); (b)(7)(C) New Total Amount for this Award: (b)(6); (b)(7)(C)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(6); to (b)(6); Total Amount changed from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) Obligated Amount for this modification: (b)(6); (b)(7)(C) (b)(7)(E) Amount: (b)(6); (b)(7)(C)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C) Obligated Amount for this modification: (b)(6); (b)(7)(C) (b)(7)(E) Amount: (b)(6); (b)(7)(C)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (b)(6); to (b)(6); (b)(7)(C) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00003

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2003 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 09/28/2017 to 01/31/2018 Change Item 2001A to read as follows (amount shown is the obligated amount):				
2001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds 1 Day. (b)(4)				(b)(4)
	Change Item 2001B to read as follows (amount shown is the obligated amount):				
2001B	Detention Bed Days, Above Guaranteed Minimum Beds of (b)(4) (b)(4)				(b)(4)
	Change Item 2002A to read as follows (amount shown is the obligated amount):				
2002A	Transportation Fixed Flat Rate for (b)(4) Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00003

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Vehicles. These vehicles are:</p> <p>1. </p> <p>2. </p> <p>3. (b)(4)</p> <p>4. </p> <p>5. </p> <p>(b)(4)</p>				
2002F	<p>Change Item 2002F to read as follows (amount shown is the obligated amount):</p> <p>Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon.</p> <p>For Yakima, Washington: </p> <p>For Medford, Oregon: </p> <p>(b)(4)</p>				(b)(4)
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>(b)(4)</p>			(b)(4)	

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)
 P00004 See Block 16C 192118FSETACOMA06

6 ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST (b)(6); BOCA RATON FL 334878242
 9A AMENDMENT OF SOLICITATION NO (x)
 9B DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-15-D-00015 HSCEDM-17-J-00032
 10B. DATED (SEE ITEM 13) 09/14/2017
 CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D OTHER (Specify type of modification and authority)
 X FAR 32.703 - 1 (a) Funding

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C)@ice.dhs.gov

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)
 15B CONTRACTOR/OFFEROR 15C DATE SIGNED (b)(6); (b)(7)(C) 16C DATE SIGNED 1/24/2018
 (Signature of person authorized to sign)
 NSN 7540-01-152-8070 Previous edition unusable
 FAR FORM 30 (REV 10-83) Issued by GSA
 FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00004

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance of this Task Order is September 28, 2017 through February 28, 2018.</p> <p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2001B in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002A in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002D in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00004

PAGE OF
 3 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2002D Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00004

PAGE OF
4 5

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2017 to 02/28/2018</p> <p>Change Item 2001A to read as follows (amount shown is the obligated amount):</p>				
2001A	<p>Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds 1 Day. (b)(4)</p> <p>Change Item 2001B to read as follows (amount shown is the obligated amount):</p>				(b)(4)
2001B	<p>Detention Bed Days, Above Guaranteed Minimum (b)(4) (b)(4) Unit of Issue DA is equivalent to Bed-Day.</p> <p>Change Item 2002A to read as follows (amount shown is the obligated amount):</p>				(b)(4)
2002A	<p>Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are:</p> <ol style="list-style-type: none"> 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) <p>(b)(4)</p> <p>Change Item 2002B to read as follows (amount shown is the obligated amount): Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00004

PAGE OF
 5 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002B	Estimated Fuel Cost for Vehicles. Change Item 2002D to read as follows(amount shown is the obligated amount):				(b)(4)
2002D	OVERTIME. Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4) (b)(4)	(b)(4)			
2002F	Change Item 2002F to read as follows(amount shown is the obligated amount): Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: 1 Van and 1 Transporter For Medford, Oregon: (b)(4) (b)(4)				(b)(4)
2003	Change Item 2003 to read as follows(amount shown is the obligated amount): Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. (b)(4)	(b)(4)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 5
2 AMENDMENT/MODIFICATION NO. P00005	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO. 192118FSETACOMA07	5 PROJECT NO. (If applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(4) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(4) Attn: (b)(4) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE (b)(7)(E)		FACILITY CODE	10A MODIFICATION OF CONTRACT/ORDER NO. HSCEM-15-D-00015 HSCEM-17-J-00032 10B DATED (SEE ITEM 13) 09/14/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 32.703 - 1 (a) Funding

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

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

DUNS Number: 612706465

COTR POC: (b)(6); (b)(7)(C) e-mail address,

(b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) e-mail address, (b)(6); (b)(7)(C) @ice.dhs.gov

Period of Performance of this Task Order is September 28, 2017 through March 31, 2018.

Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
16B DATE SIGNED 2/26/2018	16C DATE SIGNED

NSN 7540-01-152-8070
 Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00005

PAGE OF
 2 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This task order is funded in the amount of (b)(4) CLINs funded are:</p> <ol style="list-style-type: none"> CLIN 2001A in the amount of (b)(4) (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2001B in the amount of (b)(4) (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002A in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002B in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2002F in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. CLIN 2003 in the amount of (b)(4) It is estimated that the funds obligated will cover up to the end of this task order. <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES: Reason for Modification : Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Total Amount changed from (b)(4) to Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00035

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(h)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Total Amount changed from (h)(4) to (b)(4) Obligated Amount for this modification: (h)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002B Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002F Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Total Amount changed from (b)(4) Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 09/28/2017 to 03/31/2018</p> <p>Change Item 2001A to read as follows (amount shown Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
2001A	Detention Bed Days, Guaranteed Minimum, Beds (b)(4) Beds 1 Day. (b)(4)				(b)(4)
	Change Item 2001B to read as follows (amount shown is the obligated amount):				
2001B	Detention Bed Days, Above Guaranteed Minimum Beds of (b)(4) (b)(4)				(b)(4)
	Change Item 2002A to read as follows (amount shown is the obligated amount):				
2002A	Transportation Fixed Flat Rate for (b)(4) Vehicles. These vehicles are: 1. (b)(4) 2. (b)(4) 3. (b)(4) 4. (b)(4) 5. (b)(4) (b)(4)				(b)(4)
	Change Item 2002B to read as follows (amount shown is the obligated amount):				
2002B	Estimated Fuel Cost for Vehicles.				(b)(4)
	Change Item 2002F to read as follows (amount shown is the obligated amount):				
2002F	Transportation Fixed and Flat Rate including vehicles for Yakima Washington and Medford Oregon. For Yakima, Washington: (b)(4) For Medford, Oregon: (b)(4) (b)(4)				(b)(4)
	Continued ...				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-15-D-00015/HSCEDM-17-J-00032/P00005

PAGE OF
 5 5

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line item will be at the actual cost of (b)(4) per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>(b)(4)</p>				(b)(4)

ATTACHMENT A

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY

SECURITY REQUIREMENTS

General: Performance under this Contract Detention Facility agreement requires access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;

ATTACHMENT A

- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have in engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in contract agreement (#) _____ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

PRELIMINARY FITNESS DETERMINATION

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process.

BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to

ATTACHMENT A

support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. (**Two Original Cards sent via COR to OPR-PSU**)
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU –

ATTACHMENT A

must be signed and archived into contractor employee's OPM e-QIP account prior to electronic "Release" of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This time-line is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

ATTACHMENT A

TRANSFERS FROM OTHER DHS CONTRACTS:

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

CONTINUED ELIGIBILITY

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

REQUIRED REPORTS

The Contractor will notify OPR-PSU, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

ATTACHMENT A

CORs will submit reports to psu-industrial-security@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed “sensitive” to include ‘law enforcement sensitive” are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*”

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information*

ATTACHMENT A

Technology Systems Security, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractor employees, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FSDCORE0005.6	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080
	10B. DATED (SEE ITEM 13) 06/26/2018
CODE (b)(7)(E)	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to add funding at a total amount of (b)(4) and extending the period of performance through June 30, 2019.
 LIST OF CHANGES:
 Reason for Modification: Funding Only Action
 Total Amount for this Modification: (b)(4)
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED May 15, 2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0003/70CDCR18FR0000080/P00011

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4) Discount Terms: (b)(4) Period of Performance: 07/01/2017 to 06/30/2019 Change Item 0001 to read as follows (amount shown is the total amount): Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00011

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) per Month Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):				(b)(4)
0002	DETENTION SERVICES: 601 + DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):				(b)(4)
0003	OFF-SITE GUARD SERVICES (b)(4) per hour Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown is the total amount):				(b)(4)
0004	TRANSPORTATION MILEAGE (b)(4) shall be effective on 01/01/2019 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FSDCORE0005.7	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080 10B. DATED (SEE ITEM 13) 06/26/2018
CODE (b)(7)(E)	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase: (b)(4)
---------------------------------------------------------------------	----------------------

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 32.703-1(a) - Contract Funding

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

This modification is to fund CLIN 0002 of task order in the amount of (b)(4)

LIST OF CHANGES:
 Reason for Modification: Funding Only Action
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00012

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>Period of Performance: 07/01/2017 to 06/30/2019</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4)</p> <p>Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions remains the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00013 See Block 16C 192119FSDCORE0005.8

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080
 10B. DATED (SEE ITEM 13) 06/26/2018
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: (b)(4)
 See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 4.804

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C) @ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C) @ice.dhs.gov

The purpose of this modification is to de-obligate funds and closeout the task order. All deliverables have been received, and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this contract is hereby modified as follows:

a. With this modification, the contractor hereby releases the Government from any and all Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00013

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	liability under this task order. LIST OF CHANGES: Reason for Modification: Close Out Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4) CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) Period of Performance: 07/01/2017 to 06/30/2019 Change Item 0003 to read as follows (amount shown is the total amount): 0003 OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown is the total amount): 0004 TRANSPORTATION MILEAGE (b)(4) shall be effective on 01/01/2019 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				(b)(4)
					(b)(4)

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/26/2018		2. CONTRACT NO. (If any) ODT-5-C-0003		6. SHIP TO:	
3. ORDER NO. 70CDCR18FR0000080		4. REQUISITION/REFERENCE NO. 192118FSDCORE0070.1		a. NAME OF CONSIGNEE ICE-ERO-FOD-FSD	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677				b. STREET ADDRESS Immigration Customs Enforcement 610 W. ASH ST (b)(6); (b)(7)(C)	
				c. CITY San Diego	e. ZIP CODE 92101
7. TO: CORECIVIC INC				f. SHIP VIA	
a. NAME OF CONTRACTOR CORECIVIC INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 10 BURTON HILLS BLVD				REFERENCE YOUR:	
d. CITY NASHVILLE				e. STATE TN	
				f. ZIP CODE 372156105	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Enforcement & Removal	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2018	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 159734151 Contracting Officer's Representative (COR) Point of Contact (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov Alternate COR POC: (b)(6); (b)(7)(C) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSD		(b)(4)				
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER				

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(b)(6); (b)(7)(C) @ice.dhs.gov Alternate COR POC: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>The purpose of this task order is to provide funding for ICE Detention Services provided at the Core Civic, Inc. Facility in San Diego. This is under the terms and conditions of the Office of Federal Detention Trustee (ODT) Contract Number: ODT-5-C-0003.</p> <p>This Task Order replaces Task Order Number: HSCEDM-17-F-00058.</p> <p>The Period of Performance for this Task Order will be from July 01, 2018, through September 30, 2018. Exempt Action: Y Sensitive Award: NONE Period of Performance: 07/01/2018 to 09/30/2018</p> <p>DETENTION SERVICES: MONTHLY FLAT RATE FOR 1 - 600 BEDS Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0002	<p>DETENTION SERVICES: (b)(4) DETENTION BEDS Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0003	<p>OFF-SITE GUARD SERVICES Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0004	<p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>TRANSPORTATION MILEAGE @ (b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Attn: ICE-ERO/FOD-FSD Williston, VT 05495-1620</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.): Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/26/2018	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR18FR0000080
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.</p> <p>The total amount of award: (b)(4)</p> <p>The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FSDCORE0070.2	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	---------------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080
	10B. DATED (SEE ITEM 13) 06/26/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding Only Action

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:

A) Adding funds to the task order in the amount of (b)(4) under CLINs 0001 through 0004.

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0003/70CDCR18FR0000080/P00001

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) Extending the period of performance through October 31, 2018. Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification: Funding Only Action Period Of Performance End Date changed from 30-SEP-18 to 31-OCT-18 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from 3 to 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00001

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4) FOB: Destination Period of Performance: 07/01/2018 to 10/31/2018 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):			(b)(4)	
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):			(b)(4)	
0003	OFF-SITE GUARD SERVICES Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown is the total amount):			(b)(4)	
0004	TRANSPORTATION MILEAGE (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00002 See Block 16C 192118FSDCORE0070.3

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x ODT-5-C-0003 70CDCR18FR0000080
 10B. DATED (SEE ITEM 13) 06/26/2018
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:

A) Adding funds to the task order in the amount of (b)(4) under CLINs 0001 through 0002.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 (b)(6); (b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00002

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) Extending the period of performance through November 30, 2018. Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification: Funding Only Action Period of Performance End Date changed from 31-OCT-18 to 30-NOV-18 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 07/01/2018 to 11/30/2018 Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>				(b)(4)
0002	<p>DETENTION SERVICES: (b)(4) DETENTION BEDS Product/Service Code: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00002

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00003 See Block 16C 192118FSDCORE0070.4

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC
 ATTN CORECIVIC INC
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 ODT-5-C-0003
 70CDCR18FR0000080
 10B. DATED (SEE ITEM 13)
 06/26/2018
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:
 A) Adding funds to the task order in the amount of (b)(4) under CLINs 0001 and 0003.
 B) CLIN 0001 unit price is increased from: (b)(4) by: (b)(4) to: (b)(4)
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (b)(6); (b)(7)(C)
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00003

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>shall be effective on 07/01/2018</p> <p>C) CLIN 0003 unit price is increased from: (b)(4) by: (b)(4) to: (b)(4) shall be effective on 07/01/2018</p> <p>Exempt Action: Y Sensitive Award: NONE</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Funding Only Action</p> <p>Total Amount for this Modification: (b)(4)</p> <p>New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>Obligated Amount for this modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3</p> <p>Total Amount changed from (b)(4) to (b)(4)</p> <p>(b)(4)</p> <p>Amount: (b)(4)</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination</p> <p>Period of Performance: 07/01/2018 to 11/30/2018</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS</p> <p>(b)(4)</p> <p>Unit Price is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00003

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>OFF-SITE GUARD SERVICES (b)(4)</p> <p>Unit Price is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions remains the same.</p>	(b)(4)			

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00004 See Block 16C 192118FSDCORE0070.5

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC
 ATTN CORECIVIC INC
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 ODT-5-C-0003
 70CDCR18FR0000080
 10B. DATED (SEE ITEM 13)
 06/26/2018
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C) @ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C) @ice.dhs.gov

The purpose of this modification as follows:
 A) Adding funds to the task order in the amount of (b)(4) under CLINs 0001 through 0004.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (b)(6); (b)(7)(C)
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00004

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) CLIN 0003A - Off-Site Guard Services is incorporated into the task order for Request for Equitable Adjustment for ICE Task Order Number: HSCEDM-17-F-00058 in reference from USMS Contract Number: ODT-5-C-0003 P00132 from: (b)(4) by: (b)(4) to: (b)(4) shall be effective on 07/01/2017 through 06/30/2018.</p> <p>C) Extend the period of performance through 12/31/2018 under CLINs 0001 and 0002. Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification: Funding Only Action Period of Performance Start Date changed from 01-JUL-18 to 01-JUL-17 to be able to pay CLIN 0003A Period of Performance End Date changed from 30-NOV-18 to 31-DEC-18 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00004

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 3A Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4)				
	(b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 07/01/2017 to 12/31/2018 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):				(b)(4)
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):				(b)(4)
0003	OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0003/70CDCR18FR0000080/P00004

PAGE OF
 4 4

NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003A	Add Item 0003A as follows: Off-Site Guard Services Period of Performance: 07/01/2017 - 06/30/2018 (Request for Equitable Adjustment for ICE Task Order Number: HSCEDM-17-F-00058 in reference from USMS Contract Number: ODT-5-C-0003 P00132 from: (b)(4) by: (b)(4) to: (b)(4) shall be effective on 07/01/2017 through 06/30/2018) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
0004	Change Item 0004 to read as follows (amount shown is the total amount): TRANSPORTATION MILEAGE (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00005 See Block 16C 192119FSDCORE0005

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC
 ATTN CORECIVIC INC
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 ODT-5-C-0003
 70CDCR18FR0000080
 10B. DATED (SEE ITEM 13)
 06/26/2018
 CODE (b)(7)(E) FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:
 A) Adding funds to the task order in the amount of (b)(4) under CLINs 0001 through 0004.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) Extend the period of performance through 01/31/2019 under CLINs 0001 and 0002.</p> <p>C) Extend the period of performance through 12/31/2018 under CLINs 0003 and 0004. Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification: Funding Only Action Period of Performance End Date changed from 31-DEC-18 to 31-JAN-19 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00005

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 07/01/2017 to 01/31/2019 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):				(b)(4)
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):				(b)(4)
0003	OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown is the total amount):				(b)(4)
0004	TRANSPORTATION MILEAGE (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FSDCORE0005.2	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	---------------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080 10B. DATED (SEE ITEM 13) 06/26/2018
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding Only Action

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purposes of this modification are to:
A) Add funds to the task order in the amount of (b)(4) under CLINs 0001 through 0004.

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0003/70CDCR18FR0000080/P00006

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) Extend the period of performance through 03/31/2019 under CLINs 0001 through 0004.</p> <p>C) CLIN 0004 Unit Price is increased from (b)(4) by (b)(4) to (b)(4) and shall be effective on 01/01/2019 in accordance with GSA Privately Owned Vehicle Mileage Reimbursement Rates Exempt Action: Y Sensitive Award: NONE LIST OF CHANGES: Reason for Modification: Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00006

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) FOB: Destination Period of Performance: 07/01/2017 to 03/31/2019 Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):</p>				(b)(4)
0002	<p>DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):</p>				(b)(4)
0003	<p>OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown is the total amount):</p>				(b)(4)
0004	<p>TRANSPORTATION MILEAGE (b)(4) shall be effective on 01/01/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	--------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6) (b)(7)(C) Laguna Niguel CA 92677
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) 9D. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080 10B. DATED (SEE ITEM 13) 06/26/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding Only Action

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purposes of this modification are to:

A) Add funds to the task order in the amount of (b)(4) under CLINs 0001, 0002, 0003, and 0004.

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00007

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B) Extend the period of performance through 04/30/2019 under CLINs 0001, 0002 , 0003, and 0004.</p> <p>LIST OF CHANGES: Reason for Modification: Funding Only Action Period Of Performance End Date changed from 31-MAR-19 to 30-APR-19 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (h)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (h) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (h)(4) to (h)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (h)(4) Obligated Amount for this Modification: (h)(4) (b)(7)(E) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00007

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(E)				
	Amount: (b)(4)				
	Discount Terms: (b)(4)				
	Period of Performance: 07/01/2017 to 04/30/2019				
	Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.3, 192118FSDCORE0070.4, 192118FSDCORE0070.5, 192119FSDCORE0005, 192119FSDCORE0005.2, 192119FSDCORE0005.3 Change Item 0002 to read as follows (amount shown is the total amount):				(b)(4)
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.3, 192118FSDCORE0070.5, 192119FSDCORE0005, 192119FSDCORE0005.2, 192119FSDCORE0005.3 Change Item 0003 to read as follows (amount shown is the total amount):				(b)(4)
0003	OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.4, 192118FSDCORE0070.5, 192119FSDCORE0005, 192119FSDCORE0005.2, 192119FSDCORE0005.3 Change Item 0004 to read as follows (amount shown is the total amount): Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00007

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>TRANSPORTATION MILEAGE (b)(4) shall be effective on 01/01/2019 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.5, 192119FSDCORE0005, 192119FSDCORE0005.2, 192119FSDCORE0005.3</p> <p>All other terms and conditions remains the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	--------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080
	10B. DATED (SEE ITEM 13) 06/26/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to reallocate funds from CLIN 0002 to CLIN 0001 at a total amount of (b)(4)

LIST OF CHANGES:
Reason for Modification: Funding Only Action
Total Amount for this Modification: (b)(4)
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)
	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b) to (b) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4)</p> <p>(b)(7)(E)</p> <p>Amount: (b)(4) Discount Terms: (b)(4) Period of Performance: 07/01/2017 to 04/30/2019</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.3, 192118FSDCORE0070.4, 192118FSDCORE0070.5, 192119FSDCORE0005, 192119FSDCORE0005.2, 192119FSDCORE0005.3, 192119FSDCORE0005.4</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>				(b)(4)
0002	<p>DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192118FSDCORE0070.1, 192118FSDCORE0070.2, 192118FSDCORE0070.3, 192118FSDCORE0070.5, 192119FSDCORE0005, Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00008

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	192119FSDCORE0005.2, 192119FSDCORE0005.3, 192119FSDCORE0005.4 All other terms and conditions remains the same.				

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 19219FSDCORE0005.5	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	--------------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR18FR0000080
	10B. DATED (SEE ITEM 13) 06/26/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding Only Action

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to add funding into CLIN 0003 at a total amount of (b)(4)

LIST OF CHANGES:
Reason for Modification: Funding Only Action
Total Amount for this Modification: (b)(4)
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 1 (b)(6); (b)(7)(C)
	16C. DATE SIGNED April 17, 2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR18FR0000080/P00009

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4) Discount Terms: (b)(4) Period of Performance: 07/01/2017 to 04/30/2019</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions remains the same.</p>				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. P00010
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Laguna Niguel CA 92677
7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6) Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CORECIVIC INC
ATTN CORECIVIC INC
10 BURTON HILLS BLVD
NASHVILLE TN 372156105
9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X
ODT-5-C-0003
70CDCR18FR0000080
10B. DATED (SEE ITEM 13)
06/26/2018
CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 159734151

Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to incorporate Attachment A - Security Language Contract Detention Facility and will be carried forward into all follow-on task orders. Period of Performance: 07/01/2017 to 04/30/2019 All other terms and conditions remains the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)
(b)(6); (b)(7)(C) Vice President, Partnership Development
(b)(6); (b)(7)(C)
15C. DATE SIGNED 5/14/19
16B. UNIT (b)(6); (b)(7)(C)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
(b)(6); (b)(7)(C)
16C. DATE SIGNED May 14, 2019

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FSDCORE0003.3	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR19FR0000042	10B. DATED (SEE ITEM 13) 05/17/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 4.804

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

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

DUNS Number: 159734151

Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR POC: (b)(6); (b)(7)(C) @ice.dhs.gov

The purpose of this modification is to de-obligate excess funds and closeout this contract. The parties agree as follows:

- 1) All services/supplies have been received, inspected and accepted by the Government.
- 2) The Contractor releases the Government from any and all liability under this contract for further equitable and/or price adjustments including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption

Continued ...

(b)(6); (b)(7)(C)	referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.
(b)(6); (b)(7)(C) Vice President, Partnership Contracts Counsel	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 2/28/20
(Signature of person authorized to sign)	16B. U (b)(6); (b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0003/70CDCR19FR0000042/P00004

PAGE OF
 2 4

NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>costs, profit, interest, attorney's fees, damages, etc).</p> <p>3) The Government agrees that all obligations under this contract are concluded.</p> <p>4) Line Item 0001 is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>5) Line Item 0002 is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>6) Line Item 0003 is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>7) Line Item 0004 is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>The total obligated amount is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>The total contract value is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>LIST OF CHANGES: Reason for Modification: Close Out Period Of Performance End Date changed from 31-DEC-19 to 19-DEC-19 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00004

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(4)				
	(b)(7)(E)				
	Amount: (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 4				
	Total Amount changed from (b)(4) to (b)(4)				
	Obligated Amount for this Modification: (b)(4)				
	(b)(7)(E)				
	Amount: (b)(4)				
	Discount Terms: (b)(4)				
	Period of Performance: 07/01/2019 to 12/19/2019				
	Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS				(b)(4)
	(b)(4)				
	Product/Service Code: (b)(4)				
	Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 0002 to read as follows (amount shown is the total amount):				
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS				(b)(4)
	(b)(4)				
	Product/Service Code: (b)(4)				
	Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 0003 to read as follows (amount shown is the total amount):				
0003	OFF-SITE GUARD SERVICES				(b)(4)
	(b)(4)				
	Product/Service Code: (b)(4)				
	Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 0004 to read as follows (amount shown is the total amount):				
0004	TRANSPORTATION MILEAGE				(b)(4)
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00004

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(4) shall be effective on 01/01/2019 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.</p>				

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/17/2019		2. CONTRACT NO. (If any) ODT-5-C-0003		6. SHIP TO:	
3. ORDER NO. 70CDCR19FR0000042		4. REQUISITION/REFERENCE NO. 192119FSDCORE0048		a. NAME OF CONSIGNEE ICE-ERO-FOD-FSD	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Laguna Niguel CA 92677				b. STREET ADDRESS Immigration Customs Enforcement 610 W. ASH ST (b)(6):	
				c. CITY San Diego	e. ZIP CODE 92101
7. TO: CORECIVIC INC				f. SHIP VIA	
a. NAME OF CONTRACTOR CORECIVIC INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 10 BURTON HILLS BLVD				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY NASHVILLE				e. STATE TN	f. ZIP CODE 372156105
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE Enforcement & Removal	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		<input type="checkbox"/> h. EDWOSB		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/31/2019	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 159734151 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6): (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ ice.dhs.gov Alternate COR POC: (b)(6); (b)(7)(C) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSD		(b)(4)				
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1620				

22. UNITED STATES OF AMERICA BY (Signature) ▶ (b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); TITLE: CONTRACTING/ORDERING OFFICER	
--------------------------------------------------------------------	--	--------------------------------------------------------------------	--

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(6); (b)(7)(C) @ice.dhs.gov Alternate COR POC: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>The purpose of this task order is to provide funding for ICE Detention Services provided at the Core Civic, Inc. Facility in San Diego. This is under the terms and conditions of the Office of Federal Detention Trustee (ODT) Contract Number: ODT-5-C-0003.</p> <p>This Task Order replaces Task Order Number: 70CDCR18FR0000080</p> <p>The Period of Performance for this Task Order will be from July 01, 2019, through October 31, 2019.</p> <p>**For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.**</p> <p>**Notwithstanding the period of performance indicated above, the funding provided in this IGSA Task Order is the amount presently available for payment and allotted to this IGSA task order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this IGSA task order. The Service Provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.**</p> <p>Period of Performance: 07/01/2019 to 10/31/2019</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)	(b)(4)			(b)(4)	
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)	(b)(4)				
0003	OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4)	(b)(4)				
0004	TRANSPORTATION MILEAGE (b)(4) shall be effective on 01/01/2019 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Continued ...	(b)(4)				

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Attn: ICE-ERO/FOD-FSD Williston, VT 05495-1620</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at (b)(7)(E) prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: <div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(7)(E)</div></p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(7)(E)</div> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Continued ...</p>					

(b)(4)

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/09/2019	CONTRACT NO. ODT-5-C-0003	ORDER NO. 70CDCR19FR0000042
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(7)(E) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FSDCORE0003	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	-------------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR19FR0000042 10B. DATED (SEE ITEM 13) 05/17/2019
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:

a) Adding funds at a total amount of (b)(4) under CLINs 0002
 Delivery: 12/31/2019
 Discount Terms:
 (b)(4)
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00003

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Delivery Location Code: ICE/ERO/SAN DIEGO ICE-ERO-FOD-FSD Immigration Customs Enforcement 610 W. ASH ST (b)(6): San Diego CA 92101 Accounting Info: (b)(7)(E) Period of Performance: 07/01/2019 to 12/31/2019 Change Item 0002 to read as follows (amount shown is the total amount): DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) The total obligated amount on this CLIN is being increased as follows: From: (b)(4) By: (b)(4) To: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remains the same.				
					(b)(4)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 See Block 16C 192119FSDCORE0005.9

6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORECIVIC INC
 ATTN CORECIVIC INC
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003
 70CDCR19FR0000042
 10B. DATED (SEE ITEM 13) 05/17/2019

CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to add funds on CLINs 0001 through 0004 at a total amount of (b)(4)

**For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6);

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) 16C. DATE SIGNED
 (Signature of person authorized to sign) Officer) September 23, 2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00001

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>subcontractors) without review and approval of such disclosure by ICE.**</p> <p>**Notwithstanding the period of performance indicated above, the funding provided in this IGSA Task Order is the amount presently available for payment and allotted to this IGSA task order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this IGSA task order. The Service Provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.**</p> <p>LIST OF CHANGES: Reason for Modification: Funding Only Action Period Of Performance End Date changed from 31-OCT-19 to 31-DEC-19 Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from (b)(4) to (b)(4) Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Quantity: (b)(4) Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Quantity changed from (b)(4) to (b)(4) Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00001

PAGE OF
3 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E) Quantity: (b)(4) Amount: (b)(4) CHANGES FOR LINE ITEM NUMBER: 4 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E) Amount: (b)(4) Discount Terms: (b)(4) Period of Performance: 07/01/2019 to 12/31/2019 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002 to read as follows (amount shown is the total amount):				(b)(4)
0002	DETENTION SERVICES: (b)(4) DETENTION BEDS (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003 to read as follows (amount shown is the total amount):				(b)(4)
0003	OFF-SITE GUARD SERVICES (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004 to read as follows (amount shown Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00001

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>is the total amount):</p> <p>TRANSPORTATION MILEAGE</p> <p>(b)(4) shall be effective on 01/01/2019</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions remains the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FSDCORE0009	5. PROJECT NO. (If applicable)
-----------------------------------------	------------------------------------	-------------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6): Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0003 70CDCR19FR0000042 <input type="checkbox"/> 10B. DATED (SEE ITEM 13) 05/17/2019
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Contracting Officer's Representative (COR) Point of Contact (POC): (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR POC: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification as follows:

a) Adding funds at a total amount of (b)(4) under CLINs 0001 and 0003.

b) Revising CLIN 0001 Guarantee Minimum of (b)(4) was increased from: (b)(4) By: (b)(4) To: (b)(4) effective on July 01, 2019.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(4) (Signature of Contracting Officer)
	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>c) Revising CLIN 0003 Off-Site Guard Services was increased from: (b)(4) By: (b)(4) To: (b)(4) effective on July 01, 2019.</p> <p>**For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.**</p> <p>**Notwithstanding the period of performance indicated above, the funding provided in this IGSA Task Order is the amount presently available for payment and allotted to this IGSA task order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this IGSA task order. The Service Provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.**</p> <p>LIST OF CHANGES: Reason for Modification: Funding Only Action Total Amount for this Modification: (b)(4) New Total Amount for this Award: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 3 Total Amount changed from (b)(4) to (b)(4) Obligated Amount for this Modification: (b)(4) (b)(7)(E)</p> <p>Amount: (b)(4) Discount Terms: (b)(4)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0003/70CDCR19FR0000042/P00002

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Period of Performance: 07/01/2019 to 12/31/2019</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETENTION SERVICES: MONTHLY FLAT RATE FOR (b)(4) BEDS (b)(4)</p> <p>Unit Price is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)
0003	<p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>OFF-SITE GUARD SERVICES (b)(4)</p> <p>Unit Price is increased as follows: From: (b)(4) By: \$(b)(4) To: (b)(4)</p> <p>Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>All other terms and conditions remains the same.</p>				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/20/2019		2. CONTRACT NO. (If any) 70CDCR20D00000007		6. SHIP TO:	
3. ORDER NO. 70CDCR20FR0000012		4. REQUISITION/REFERENCE NO. See Schedule		a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
5. ISSUING OFFICE (Address correspondence to) ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
				c. CITY WASHINGTON	e. ZIP CODE 20536
7. TO: BART VERHULST				f. SHIP VIA	
a. NAME OF CONTRACTOR CORECIVIC INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 5501 VIRGINIA WAY (b)(6);				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY BRENTWOOD				e. STATE TN	f. ZIP CODE 37027
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		<input type="checkbox"/> h. EDWOSB		
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple
a. INSPECTION Destination	b. ACCEPTANCE Destination				16. DISCOUNT TERMS (b)(4)

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 159734151 Contracting Officer: (b)(6); (b)(7)(C) (b)(6);@ice.dhs.gov Contracting Officer's Representative: (b)(6); (b)(6); (b)(7)(C);@ice.dhs.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-EROFOD-FSD		(b)(4)				
c. CITY WILLISTON		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/20/2019	CONTRACT NO. 70CDCR20D00000007	ORDER NO. 70CDCR20FR0000012
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>The purpose of this new task order is to provide funding for detention and transportation services in the San Diego Area of Responsibility at the Otay Mesa Detention Center.</p> <p>This task order is being issued under the terms and conditions of ICE IDIQ Contract Number: 70CDCR20D00000007. All terms and conditions of that Contract apply to this Task Order.</p> <p>The Period of Performance for this Task Order will be from December 20, 2019 through December 19, 2020.</p> <p>The total obligated amount on this Task Order is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4) Period of Performance: 12/20/2019 to 12/19/2020</p> <p>Detention Services Overall Guaranteed Minimum = (b)(4) ICE's portion of Guaranteed Minimum is (b)(4) (b)(4)</p> <p>*CLIN Unit Price will (b)(4) annually during the five-year base period. Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192120FSDCORE0003, 192120FSDCORE0003.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/20/2019	CONTRACT NO. 70CDCR20D00000007	ORDER NO. 70CDCR20FR0000012
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002	Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Detention Bed Day Rate Above Guaranteed Minimum Rate (b)(4) (b)(4) *CLIN unit Price will (b)(4) annually during the five-year base period. Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192120FSDCORE0003.1 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0003	Transportation Mileage (IAW with current Joint Travel Regulations rates currently (b)(4)) NTE: (b)(4) per year Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192120FSDCORE0003 Accounting Info: (b)(7)(E) Funded: (b)(4)				(b)(4)	
0004	On Call/Transportation Guards Hours Regular Hourly Rate: (b)(4) Continued ...				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/20/2019	CONTRACT NO. 70CDCR20D00000007	ORDER NO. 70CDCR20FR0000012
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0005	<p>(b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192120FSDCORE0003.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Detainee Work Program</p> <p>Rate: (b)(4)</p> <p>(If applicable)</p> <p>NTE: (b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192120FSDCORE0003.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0006	<p>Surge/Facility Upgrades*</p> <p>Not to Exceed (b)(4)</p> <p>*No facility modifications or other work planned under this CLIN may be initiated without a negotiated proposal and with approval by the Contracting Officer via a contract modification and funding obligated via task order.</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>For Invoice Instructions please Section G of the Contract. Continued ...</p>				(b)(4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 12/20/2019	CONTRACT NO. 70CDCR20D00000007	ORDER NO. 70CDCR20FR0000012
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>**For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.**</p> <p>**Notwithstanding the period of performance indicated above, the funding provided in this Task Order is the amount presently available for payment and allotted to this task order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The Service Provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.**</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

(b)(4)



Attachment 1A: G-391 Data Collection Categories and Descriptions

The below table provides all the data collection categories required by ICE for every ground transportation movement. This data will be collected in the excel-based format provided by the COR upon award and submitted to the COR every month, with every invoice.

Required G-391 Data Collection Categories and Descriptions

This table defines the data collection requirements associated with transportation of aliens by contractor staff for the purpose of completing the monthly G-391 contractor report.

1. Contract Details – This section is filled out by the prime contractor.

- **AOR:** Three letter abbreviation for the Area of Responsibility (e.g., SNA, MIA).
- **Prime Contractor:** Company or Government Agency who was awarded the transportation contract.
- **Contract Number:** The number associated with the awarded contract for transportation services.
- **COR:** The Contracting Officer Representative who is responsible for managing the contract.
- **Time Period:** The beginning and end dates for the time period when trips were collected for this report.
- **Total Monthly Invoice Amount:** The total invoice amount associated with the contract and time period reported.

2. Transportation Activities – This section is filled out by the prime contractor for each movement during the time period.

General

- **Mission Number:** A uniquely identifiable number associated with each transportation movement.
- **Mission Date:** The date that the trip began (MM/DD/YYYY).

Vehicle

- **Vehicle Owner:** Owner of the vehicle used for the mission (e.g. Contractor or the Government).
- **Vehicle Type:** Type of vehicle used to perform the mission (e.g., Sedan, Van, and Bus).
 - Bus - Any vehicle with a passenger seat capacity greater of 25 or greater.
 - Van - Any vehicle with a passenger seat capacity between 6 and 24.
 - SUV / Mini-Van - Any vehicle with a passenger seat capacity between 3 and 5.
 - Sedan - Any vehicle with a passenger seat capacity of 2 or less.
- **Vehicle Number:** Vehicle identification number for the ICE or contractor vehicle used to complete the mission.

Movement

- **Provider:** The name of the company that provided the movement (subcontractor, prime contractor, or ICE if applicable).
- **Movement Type:** See descriptions below:
 - **Air Removal** - Ground transportation of aliens to an airport for final removal via air.
 - **Air Transfer** - Transporting aliens in custody to or from an airport for domestic transfers.
 - **Land Removal** - Ground transportation of aliens to their country of origin for final removal. (e.g., busing or walking aliens into Mexico).
 - **Legal** - Transporting of aliens for legal appointments (i.e. court, lawyer or consulate visits).
 - **Medical** - Transporting detainees to a hospital or clinic for medical reasons.
 - **Ambulatory** - Chasing an ambulance.
 - **Pick Up** - Apprehension of an alien from a non-ICE location. (e.g., pick up from jail / prison).

~~For Official Use Only~~



- **Release** - Transporting aliens that have been released from custody to a U.S. domestic location (i.e. bus terminal).
- **Transfer** - Transporting detainees in ICE custody from one facility to another.
- **Stationary Duty** - Time spent performing detention related guard duties (e.g. front gate guard duty, facility patrols, interview escorts, detainee in/out processing, and other guard duties including remote post duties such as in-patient medical stays).
- **Other** - Transportation for a reason other than moving aliens (e.g. vehicle maintenance, file transfers).
- **Overtime:** Yes/No if overtime was needed for this trip.
- **Total Overtime Hours:** The number of overtime hours for the trip.
- **Contract Officers:** Number of contract staff participating in the mission’s transportation team.
- **ICE Officers:** Number of ICE employees participating in the mission’s transportation team.

Total Aliens Moved

- **Males:** Number of adult males transported.
- **Females:** Number of adult females transported.
- **Transgender:** Number of transgender aliens transported.
- **Juvenile:** Number of juvenile aliens transported.
- **Family Unit:** Yes/No if a family unit was transported.

3. Trip Details – This section is filled out by the prime contractor for each movement during the time period.

Start

- **Start Location:** Location where the trip began.
- **Start Odometer:** The odometer reading of the vehicle before the vehicle leaves the start location.
- **Start Departure Time:** The time (HH:MM) when the vehicle left the start location.
- **Start Pick Up:** The number of aliens in the vehicle at the time of departure.

Stop 1 - 10

- **Stop 1-10 Location:** Location where the stop occurred.
- **Stop 1-10 Odometer:** Odometer reading from the vehicle after arriving at the stop location.
- **Stop 1-10 Arrival Time:** The time (HH:MM) when the vehicle arrived at the stop location.
- **Stop 1-10 Departure Time:** The time (HH:MM) when the vehicle left the stop location.
- **Stop 1-10 Pick Up:** The number of aliens that were picked up at the stop location.
- **Stop 1-10 Drop Off:** The number of aliens that were dropped off at the stop location.

End

- **End Location:** Location where the trip ended.
- **End Odometer:** The odometer reading of the vehicle when the vehicle arrives at the end location.
- **End Arrival Time:** The time (HH:MM) when the vehicle arrived at the end location.
- **End Drop Off:** The number of aliens dropped off at the time of arrival at the end location.

4. Comments – Any comments regarding the trip that are relevant to the invoice or trip details.

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536		7. ADMINISTERED BY (If other than Item 6) CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 5501 VIRGINIA WAY (b)(6); BRENTWOOD TN 37027	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000007
		10B. DATED (SEE ITEM 13) 12/19/2019
CODE (b)(7)(E)		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 159734151
 NAICS Code: (b)(7)(E)
 PSC: (b)(4)
 Contracting Officer (CO): (b)(6); (b)(7)(C)@ice.dhs.gov (b)(6); (b)(7)(C)
 Contract Specialist (CS): (b)(6); (b)(7)(C)@ice.dhs.gov (b)(6); (b)(7)(C)
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov, 619-436-0255
 Alternate Contracting Officer's Representative (ACOR): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov, (b)(6); (b)(7)(C)
 Contracting Officer's Technical Point of Contact: (b)(6); (b)(7)(C)@ice.dhs.gov,
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000007/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(6); (b)(7)(C)</p> <p>The purpose of this administrative modification is as follows:</p> <ul style="list-style-type: none">(1) Add (b)(6); [redacted] as contract specialist for this Contract;(2) Add (b)(6); (b)(7)(C) [redacted] as ACOR for this Contract;(3) Add (b)(6); [redacted] as Technical Point of Contact for this Contract;(4) Update Attachment 9 (Section B Pricing) to incorporate the correct version;(5) Update Attachment 13A (Contractor's Proposal) to incorporate the correct version dated December 18, 2019;(6) Updated Attachment 13C (Staffing Pattern) to incorporate the correct version which references the (b)(4) [redacted] population. <p>Period of Performance: 12/20/2019 to 12/19/2024 Invoice Instructions for ICE - ERO Contracts: See Contract Clauses for Invoice Instructions.</p>				

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 54	
2. CONTRACT NO. 70CDCR20D00000007		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70CDCR20R00000002		6. SOLICITATION ISSUE DATE 10/16/2019
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ABEER SALEH			b. TELEPHONE NUMBER (No collect calls) 2027322627		8. OFFER DUE DATE/LOCAL TIME ES
9. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW (b)(6): Washington DC 20536				16. ADMINISTERED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536			
17a. CONTRACTOR/OFFEROR CORECIVIC INC ATTN (b)(6); (b)(7)(C) 5501 VIRGINIA WAY (b)(6): BRENTWOOD TN 37027		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/FOD-FSD Williston VT 05495-1620		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		DUNS Number: 159734151 NAICS Code: (b)(7)(E) PSC: (b)(4) Contracting Officer (CO): (b)(6); (b)(7)(C) (b)(6):@ice.dhs.gov (b)(6); (b)(7)(C) Contracting Officer's Representative (COR): (b)(6); (b)(6); (b)(7)(C)@ice.dhs.gov, (b)(6); (b)(7)(C) The purpose of this contract is to establish (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>detention and transportation services at the Otay Mesa Detention Center in accordance with the Performance Work Statement for this Contract (supplemented by the PWS Requirement B Addendum).</p> <p>All services shall be furnished in compliance with the following regulations/policies/standards:</p> <p>2011 Performance Based National Detention Standards (PBNDS 2011) with DEC 2016 Revisions Prison Rape Elimination Act (PREA) standards for DHS detention facilities American Correctional Association (ACA) Standards National Commission on Correctional Health Care (NCCHC) Standards Federal Performance-Based Detention Standards (FPBDS) 2017 Update (applies only to Marshals detainees)</p> <p>Task orders against this Contract may also be awarded by the U.S. Marshals service.</p> <p>A minimum of (b)(4) Beds will be available to the U.S. Marshals. Of these 96 will be designated for females.</p> <p>(b)(4) beds will be considered toward fulfillment of the Bed/Day Guaranteed Minimum and priced accordingly (CLINs 0001 (Base Period), Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--------------------------------------------------------	-----------	---------------------------------------------------------------------

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
------------------------------------------------------------------------------------	--------------------	---------------------------------	------------------------------------------------------------------------------------------------------------------	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1001 (Option 1), 2001 (Option 2). Marshals' beds (b)(4) will be priced at (b)(4) (CLINs 0002 (Base Period), 1002 (Option 1), and 2002 (Option 2).</p> <p>Changes to the parent IDIQ can only be made by the ICE Contracting Officer.</p> <p>CLINs 0006, 1006, and 2006 (Surge/Facility Upgrades) may only be used by ICE.</p> <p>[Per the vendor, the annual escalation included in the applicable CLINs below covers non Service Contract Act of 1965 costs. If a DOL Wage Determination or CBA incorporation results in an increase to service employee wages, the vendor must submit a request for equitable adjustment and provide sufficient documentation to the CO's satisfaction in accordance with FAR 52.222-41 (Service Contract Labor Standards) and FAR 52.222-43 (Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment)].</p> <p>All terms of this IDIQ flow down to Task Orders issued under this agreement.</p> <p>Scope of work changes must be submitted in writing and approved by a warranted ICE Contracting Officer. Any work conducted outside the scope of the terms of this contract will be at the contractor's own risk.</p> <p>The following is a list of attachments hereby incorporated into this Contract:</p> <ul style="list-style-type: none"> Attachment 1: G-391 Attachments Attachment 2: QASP Documents Attachment 3: ICE Firearms Policy Attachment 4 ICE Body Armor Policy Attachment 5: Lyons Settlement Agreement Attachment 6: Franco Settlement Agreement Attachment 7: PWS Addendum 1 Attachment 8: Requirement B PWS Addendum Attachment 9: Section B Supplies or Services and Price Costs Attachment 10: Section C Performance Work <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000007

PAGE OF
4 54

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Statement dated 10/25/2019 Attachment 11: Contract Clauses Attachment 12: Section K completed by CoreCivic Attachment 13: Contractor's Proposal dated December 18, 2019 Attachment 14: ICE Design Standards for Contractor Detention Facilities (CDFs) Attachment 15: Executive Office for Immigration Review (EOIR) Design Standards Attachment 16: Structure Cable Plant Standards Attachment 17: Wage Determination No. 2015-5635 Rev. 10 dated 12/26/2018 Attachment 18: 2017 Update of the Federal Performance Based Detention Standards (FPBDS) (Applies to USMS Task Orders) Attachment 19: Contract Addendum Funding will be provided at the Task Order level.</p> <p>Pursuant to FAR 52.216-22(b), the maximum amount of services the Contractor shall furnish under this IDIQ is (b)(4) and the minimum amount of services the Government shall order under this IDIQ is (b)(4)</p> <p>The Contractor shall not be entitled to a guaranteed minimum on any CLIN for any day unless the Contractor has made the number of beds that constitute that guaranteed minimum available to ICE on such day.</p> <p>The ultimate completion date of this IDIQ is 12/19/2034 if all options are exercised. Thus, the total duration of this IDIQ is from 12/20/2019 to 12/19/2034. Period of Performance: 12/20/2019 to 12/19/2024</p>				
0001	<p>Detention Services</p> <p>Guaranteed Minimum = (b)(4)</p> <p>Bed Day Rate up to (b)(4) is (b)(4)</p> <p>*CLIN Unit Price will (b)(4) during the five-year base period. Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000007

PAGE OF
5 54

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Detention Bed Day Rate Above Guaranteed Minimum Rate (b)(4) (b)(4) *CLIN unit Price will (b)(4) during the five-year base period. Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
0003	Transportation Mileage (IAW with current Joint Travel Regulations rates currently (b)(4)) NTE: (b)(4) Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
0004	On Call/Transportation Guards Hours Regular Hourly Rate: (b)(4) NTE (b)(4) Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
0005	Detainee Work Program Rate: (b)(4) (If applicable) NTE: (b)(4) Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
0006	Surge/Facility Upgrades* Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR20D00000007

PAGE OF

6

54

NAME OF OFFEROR OR CONTRACTOR

CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Not to Exceed (b)(4) *No facility modifications or other work planned under this CLIN may be initiated without a negotiated proposal and with approval by the Contracting Officer via a contract modification and funding obligated via task order. Obligated Amount: (b)(4) Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				
1001	Detention Services Guaranteed Minimum (b)(4) Bed Day Rate: (b)(4) **CLIN Unit Price will (b)(4) during the five-year Option Period 1 Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
1002	Detention Bed Day Rate Above Guaranteed Minimum Rate (b)(4) (b)(4) *CLIN Unit Price will (b)(4) during the five-year Option Period 1 Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
1003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) NTE: (b)(4) Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000007

PAGE OF
7 54

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1004	On-Call / Transportation Guard Hours (b)(4) NTE: (b)(4) Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
1005	Detainee Work Program Rate: (b)(4) NTE: (b)(4) Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
1006	Surge/Facility Upgrades* Not to Exceed (b)(4) *No facility modifications or other work planned under this CLIN may be initiated without a negotiated proposal and with approval by the Contracting Officer via a contract modification and funding obligated via task order. Amount: (b)(4) (Option Line Item) 12/20/2024 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
2001	Detention Services Guaranteed Minimum (b)(4) Bed Day Rate = (b)(4) *CLIN Unit Price will (b)(4) during the five-year Option Period 2. Amount: (b)(4) (Option Line Item) 12/20/2029 Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR20D00000007

PAGE OF

8

54

NAME OF OFFEROR OR CONTRACTOR

CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD Detention Services Above Guaranteed Minimum Rate Bed Day Rate (b)(4) *CLIN unit Price will (b)(4) during Option Period 2. Amount: (b)(4) (Option Line Item) 12/20/2029 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
2003	Transportation Mileage (Mileage reimbursed in accordance with JTC rates) NTE: (b)(4) Amount: (b)(4) (Option Line Item) 12/20/2029 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
2004	On-Call / Transportation Guard Hours (b)(4) NTE: (b)(4) Amount: (b)(4) (Option Line Item) 12/20/2029 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
2005	Detainee Work Program Rate: (b)(4) NTE: (b)(4) days Amount: (b)(4) (Option Line Item) 12/20/2029 Product/Service Code: (b)(4) Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)

Continued ...

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR20D00000007

PAGE OF

9

54

NAME OF OFFEROR OR CONTRACTOR

CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2006	<p>Surge/Facility Upgrades*</p> <p>Not to Exceed (b)(4)</p> <p>*No facility modifications or other work planned under this CLIN may be initiated without a negotiated proposal and with approval by the Contracting Officer via a contract modification and funding obligated via task order.</p> <p>Amount: (b)(4) (Option Line Item)</p> <p>12/20/2029</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Invoice Instructions for ICE - ERO Contracts: See Contract Clauses for Invoice Instructions.</p> <p>The obligated amount of award: (b)(4) The total for this award is shown in box 26.</p>				(b)(4)

U.S. Department of Homeland Security
500 12th Street, SW
Washington, D.C. 20536



**U.S. Immigration
and Customs
Enforcement**

SEP 29 2016

MEMORANDUM FOR: All Field Office Directors, Deputy Field Office Directors,
Assistant Directors, and Deputy Assistant Directors

FROM: Thomas Homan
Executive Associate Director

SUBJECT: Authorized Firearms for Enforcement and Removal Operations

Purpose:

To provide guidance and clarification on certain items within the Interim U.S. Immigration and Customs Enforcement (ICE) Firearms Policy. This memorandum will provide guidance for armed personnel within Enforcement and Removal Operations (ERO).

Background:

The Interim ICE Firearms Policy requires the Director of the operational programs to determine which firearms listed in Appendix 1, ICE Approved Firearms and Intermediate Force Devices, may be carried by armed personnel within their program. ERO has been working with the Office of Firearms and Tactical Programs (OFTP) to bring forth new firearms technology that will better serve the needs of the armed workforce. The changes reflected in this memorandum are intended to immediately address specific operational requirements based on information received from the field.

This memorandum supersedes the ERO firearms authorization memorandum dated February 1, 2016, "Authorized Firearms for Enforcement and Removal Operations." Remaining superseded memoranda include the January 21, 2016 "Authorized Firearms for Enforcement and Removal Operations," February 19, 2013, "Authorized Firearms for Enforcement and Removal Operations," the April 30, 2012, "Authorized Firearms for Enforcement and Removal Operations," and the August 18, 2011, "Authorized Firearms for Enforcement and Removal Operations."

Discussion:

ERO armed personnel are authorized to carry the following ICE-issued or approved, personally owned handguns on or off duty:

1. Sig Sauer P229 (.40)
2. Sig Sauer P226 (.40)
3. Sig Sauer P239 (.40)

4. HK USP .40 Compact LEM
5. HK P2000 (.40)
6. HK P2000SK (.40)
7. Glock 17 (9mm)
8. Glock 19 (9mm) (Gen. 3 or 4)
9. Glock 26 (9mm)
10. Glock 43 (9mm)
11. S&W 5-shot revolvers ("J-Frames") in .38 +P/.357

All ERO armed personnel are authorized to carry any of the above firearms as a primary or a secondary and/or back up firearm on or off duty as described in Part 1 C of the Interim ICE Firearms Policy. (b)(7)(E)

(b)(7)(E)

This memorandum authorizes active ERO Special Response Team (SRT) members to carry the (b)(7)(E) during SRT deployments and other enforcement operations performed as part of their normal duties.

ERO armed personnel are authorized to carry the following ICE-issued shoulder-fired and specialty firearms:

1. Remington 870 12 Gauge Shotgun
2. Colt M4 and M16A2 (.223)
3. HKMP5 (9mm)

Field Office Directors are expected to determine which of the above-listed shoulder-fired weapons are appropriate for operations within their areas of responsibility, considering officer and public safety concerns and in accordance with the Interim ICE Firearms Policy.

When making a decision to purchase personally owned firearms for official use, ERO personnel should recognize that ICE may amend or rescind the approved, personally owned firearms list at any time. In the event that an armed ERO employee wishes to place one of the approved firearms into service, the employee must follow the procedures outlined in the "ICE Guide to Personally Owned Handguns Approved for Official Use," which is located on the Office of Firearms and Tactical Programs website.

If you have any questions regarding ICE authorized firearms, please contact (b)(6); Assistant Director, Office of Firearms and Tactical Programs at (b)(6); (b)(7)(C) or (b)(6); @ice.dhs.gov.

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
ICE Policy System**

**OFFICE OF PRIMARY INTEREST: Director of Operations (National Firearms and
Tactical Training Unit)**

DISTRIBUTION:	ICE
DIRECTIVE NO.:	70001.1
ISSUE DATE:	02/04/2005
EFFECTIVE DATE:	02/04/2005
REVIEW DATE:	02/04/2008
SUPERSEDES:	see section 3

DIRECTIVE TITLE: ICE Body Armor Policy

- 1. PURPOSE and SCOPE.** To establish the U.S. Immigration and Customs Enforcement (ICE) policy for the use of personal protective soft body armor (body armor) and identify related management and employee responsibilities. This directive applies to all components of ICE with armed officers.
- 2. AUTHORITIES/REFERENCES.**
 - 2.1. Statutory and Regulatory Authority**

8 USC 1103
 - 2.2. ICE Policy**

Interim ICE Firearms Policy (July 7, 2004)

Interim ICE Use of Force Policy (July 7, 2004)
 - 2.3 National Institute of Justice Reference Documents**

Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04 and amendments)

Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98, and amendments)
- 3. SUPERSEDED/CANCELLED POLICY/SUMMARY OF CHANGES.** This directive supersedes previous legacy policies, issuances and previously recognized processes for soft body armor for all ICE offices with armed officers.

4. DEFINITIONS.

- 4.1. Body Armor** - A protective garment designed to stop a variety of standard handgun projectiles. The armor is not designed to stop all projectiles, especially those fired from high-caliber rifles. Unless rated as stab resistant, this armor is not designed to prevent injury from sharp or cutting or piercing-type weapons. No body armor is designed as a replacement for common sense, good judgment and proper street survival procedures and tactics.
- 4.2. Technology Standards for Body Armor** – The Law Enforcement and Corrections Standards and Testing Program (LECSTP) is sponsored by the Office of Science and Technology of the National Institute of Justice (NIJ), Department of Justice (DOJ). The LECSTP is an applied research effort that determines the technological needs of justice systems agencies, sets minimum performance standards for specific devices, tests commercially available equipment against those standards and disseminates the standards and the test results to criminal justice agencies nationally and internationally. The NIJ reference documents for this policy are listed in the Authorities section and are as follows: Ballistic Resistance of Personal Body Armor (NIJ Standard 0101-03 and 0101-04) and Selection and Application Guide to Personal Body Armor (NIJ Guide 100-01 and 100-98), to include amendments.

5. POLICY.

- 5.1.** All ICE employees authorized to carry firearms as a condition of employment shall be issued protective body armor. New employees will be fitted for body armor during their initial training at the Federal Law Enforcement Training Center (FLETC) or as specified by ICE. Replacement of expired or damaged body armor in the field shall be coordinated with the designated official for that operational component, most often the Senior Firearms Instructor (SFI).
- 5.2.** The ballistic resistance performance standard for protective body armor requires a minimum of threat level type IIA protection, with side panel coverage, and must meet the current NIJ standards.
- 5.3.** All ICE armed officers are strongly encouraged to wear their issued body armor while performing law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by a supervisor.
- 5.4.** All Federal Protective Service (FPS) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When in a non-uniform status or not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. When away

from the vehicle or building, the ICE armed officer does not have to carry the body armor, unless instructed by an FPS supervisor.

- 5.5. All Detention and Removal Operations (DRO) armed uniformed officers shall wear their issued body armor while in the performance of their law enforcement duties. When not being worn, body armor should be readily accessible in the vehicle or building where the officer is working. DRO armed officers performing administrative duties or duties inside a detention facility shall not be required to wear their issued body armor.
- 5.6. Due to their covert mission within the aviation environment, Federal Air Marshals shall wear issued body armor according to their internal guidance and procedures as established by the Director, Federal Air Marshal Service.
- 5.7. The wearing of body armor during normal operations is at the discretion of the employee, except during activities as specified in the Procedures Section of this directive and for FPS and DRO armed officers as stated above in sections 5.4 and 5.5.
- 5.8. All employees need to be aware of the health risks associated with the wearing of body armor in high-heat/high humidity conditions and/or during strenuous exertion. When employees are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- 5.9. ICE does not authorize the use of personally owned body armor for armed officers while functioning as ICE employees. Any exception to this requirement first must be approved by the director of the operational component and then by the Director of the National Firearms and Tactical Training Unit (NFTTU).

6. RESPONSIBILITIES.

- 6.1. The NFTTU is responsible for the development of all national policy and procedures, and exercises program management responsibility for the body armor program.
- 6.2. The NFTTU shall coordinate all research, testing, evaluation, procurement, distribution and destruction of body armor.
- 6.3. The SFIs are responsible for coordinating requests for body armor, ensuring training requirements are met and conducting inspections of all body armor as required by the NFTTU.
- 6.4. Supervisors are responsible for ensuring armed personnel under their supervision are issued body armor and that it has not exceeded its expiration date.

- 6.5. Supervisors are responsible for ensuring that all personnel issued body armor comply with the mandatory requirements for wearing body armor specified in the Procedures Section of this policy.
- 6.6. ICE officers are responsible for the proper care and inspection of the issued body armor in accordance with the manufacturer's recommendations and ballistic panel labeling.
- 6.7. ICE officers are required to attend, participate and complete all mandated body armor training as required by ICE and/or their operational component.

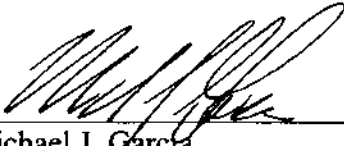
7. PROCEDURES.

- 7.1. The NFFTU will develop standard operating procedures to be used for the selection, procurement, issuance, accountability, replacement and disposal of all ICE-owned and issued body armor.
- 7.2. The NFFTU shall maintain the national inventory system for body armor. Unless otherwise identified by the NFFTU, the Firearms Inventory System (FIS) module in the Automated Management Information System is the national inventory system and will be the official system of record for the accountability, transfer and inventory of all ICE body armor.
- 7.3. The officer to whom the body armor is issued is responsible for electronically accepting it in the designated automated inventory system. Body armor should not be documented on any other ICE property record document other than for exigent circumstances and only as an interim hand receipt until FIS can be properly updated by the responsible officer(s).
- 7.4. A 100 percent body armor inventory shall be performed annually by all employees issued body armor in FIS. Responsible officials (supervisory personnel) shall ensure that the employees complete their annual inventory and verification process in FIS within 30 days of notification of the initiation of the inventory process. Employees who fail to complete their inventory and verifications within the specified 30 days may be subject to disciplinary action.
- 7.5. In the event that body armor is lost or stolen, it must be reported to the NFFTU via facsimile (814-946-9995) and FIS within 48 hours of discovery by the employee to whom it was issued. This FIS reporting requirement does not preclude any other reporting requirement(s) mandated by any other ICE policy or procedure. The stolen body armor information, with serial number, shall also be entered into the National Crime Information Center (NCIC) database.

- 7.6.** The wearing of body armor by ICE armed officers is mandatory during the following activities:
- 7.6.1.** Special Response Team (SRT) deployments when officers are part of an arrest, or operate as an entry or perimeter element;
 - 7.6.2.** Executing arrests in pre-planned situations. ICE officers working in an undercover capacity, or in support of another officer working in an undercover capacity, may be exempted from the requirement of wearing body armor stated in this section, if the wearing of the body armor presents a danger of being exposed as a law enforcement officer. This exemption pertains to officers who will be working in close proximity to violators and who may identify the officer as a law enforcement officer by noticing the body armor. In all cases, the exemption must be approved by a first-line supervisor prior to the operation;
 - 7.6.3.** Execution of high-risk search warrants until the premises are secured and cleared or at the discretion of the first-line supervisor;
 - 7.6.4.** Apprehension phases of air and marine interdiction operations;
 - 7.6.5.** Transportation, storage or destruction of seized narcotics, currency or other high risk or valuable commodity;
 - 7.6.6.** During normal operations for FPS and DRO officers, if armed, and in uniform as stated above in sections 5.4., 5.5. and 5.7.;
 - 7.6.7.** In emergency situations where ICE management determines there is an immediate threat to the safety of employees. In addition to the nature of the emergency situation, ICE management will also determine the duration of the emergency and, accordingly, the length of time that body armor must be worn; and,
 - 7.6.8.** During all DRO fugitive apprehension operations regardless of whether it is a formalized, preplanned operation or not. This does not include simple investigative inquiries when an apprehension is not anticipated by the DRO armed officer.
- 7.7.** SFIs shall ensure that training is provided to each employee who is issued body armor. SFIs shall ensure that all training is documented in the appropriate system as identified by the NFTTU.
- 7.8.** Body armor training covers the following:
- Circumstances/situations when body armor must be worn;
 - Type of body armor that is necessary;

- Procedures to properly don, doff, adjust and wear body armor;
 - Limitations of body armor;
 - Proper care, maintenance and useful life of the body armor; and,
 - Use of firearms while wearing body armor.
- 7.9. Employees shall notify their supervisor(s) of the need to replace worn, damaged or ill-fitting body armor should such a need be identified by the armed officer or SFI.
- 7.10. Body armor that is no longer serviceable will be physically and electronically transferred to the NFTTU for final disposition.
- 7.11. Expired body armor distributed prior to the utilization of the NFTTU automated system for inventory and accountability shall be physically transferred to the NFTTU for final disposition. The NFTTU shall furnish guidance for the manual transfer of body armor that is not documented in FIS.
- 7.12. Additional guidance or instructions regarding the identification, procurement, replacement, transfer, tracking and inventory of body armor may be issued by the NFTTU to address agency transition, reorganization and/or realignment.
8. **NO PRIVATE RIGHT STATEMENT. This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.**

Approved _____


Michael J. Garcia
Assistant Secretary

1
2
3 **UNITED STATES DISTRICT COURT**
4 **NORTHERN DISTRICT OF CALIFORNIA**

5 AUDLEY BARRINGTON LYON, JR., JOSÉ) Case No. 3:13-cv-05878-EMC
6 ELIZANDRO ASTORGA-CERVANTES, and)
7 NANCY NERIA-GARCIA , on behalf of)
8 themselves and all others similarly situated,)

9 *Plaintiffs,*)

10 v.)

11 UNITED STATES IMMIGRATION AND)
12 CUSTOMS ENFORCEMENT; SARAH)
13 SALDAÑA, Director of U.S. Immigration and)
14 Customs Enforcement; UNITED STATES)
15 DEPARTMENT OF HOMELAND)
16 SECURITY; JEH JOHNSON, Secretary of)
17 Homeland Security; and ADRIAN MACIAS,)
18 Acting Director of the San Francisco Field)
19 Office of U.S. Immigration and Customs)
20 Enforcement.¹)

21 *Defendants.*)

22 **SETTLEMENT AGREEMENT AND RELEASE**

23 Plaintiffs in the above-captioned matter, on behalf of themselves and all Class Members, and
24 Defendants U.S. Immigration and Customs Enforcement (“ICE”); Sarah Saldaña, in her official
25 capacity as Director of U.S. Immigration and Customs Enforcement; United States Department
26 of Homeland Security; Jeh Johnson, in his official capacity as Secretary of Homeland Security;
27 and Adrian Macias, in his official capacity as Acting Director of the San Francisco Field Office
28 of U.S. Immigration and Customs Enforcement, Enforcement and Removal Operations; by and

¹ Sarah Saldaña, Director, ICE, is substituted under Federal Rule of Civil Procedure 25(d) for Acting Director John Sandweg, who was originally named as an official-capacity Defendant in this Action. Adrian Macias, Acting Field Office Director, is substituted under Federal Rule of Civil Procedure 25(d) for former Field Office Director Timothy Aitken, who was originally named as an official-capacity Defendant in this Action.

Settlement Agreement and Release-1

1 through their attorneys, hereby enter into this Settlement Agreement and Release (“Agreement”),
2 as of the date it is executed by all parties hereto (the “Agreement Date”) and effective upon
3 approval of the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure as set forth
4 below.

4 WHEREAS:

- 5
- 6 A. On December 19, 2013, Plaintiffs commenced a civil action against Defendants on behalf
7 of themselves and all others similarly situated, captioned *Lyon et al. v. U.S. Immigration*
8 *and Customs Enforcement, et al.*, United States District Court for the Northern District of
9 California Case No. 3:13-cv-05878-EMC (the “Action”) and sought class certification,
10 designation of Class Counsel, and declaratory and injunctive relief.
- 11 B. On April 16, 2014, the United States District Court for the Northern District of California
12 (the “Court”) certified the proposed class under Federal Rule of Civil Procedure 23(b)(2).
13 The Court defined the certified class as: “All current and future immigration detainees
14 who are or will be held by ICE in Contra Costa, Sacramento, and Yuba Counties.”
- 15 C. Plaintiffs moved to amend the class certification order and class definition on June 11,
16 2015, and the Court granted Plaintiffs’ motion and modified the definition of the certified
17 class on July 27, 2015. The Court endorsed the modified class definition pleaded in
18 Plaintiffs’ Supplemental Complaint: “All current and future adult immigration detainees
19 who are or will be held by ICE in Contra Costa County, Kern County, Sacramento
20 County, or Yuba County.”
- 21 D. Defendants deny all liability with respect to the Action, deny that they have engaged in
22 any wrongdoing, deny the allegations in the Complaint, deny that they committed any
23 violation of law, deny that they acted improperly in any way, and deny liability of any
24 kind to the Plaintiffs or Class Members, but have agreed to the settlement and dismissal
25 of the Action with prejudice in order to: (i) avoid the substantial expense, inconvenience,
26 and distraction of further protracted litigation, including trial and appeal; and (ii) finally
27 put to rest and terminate the Action and any and all Settled Claims as defined in Section
28 I.G.
- E. Both Plaintiffs and Defendants, through counsel, have conducted discussions and arm’s
length negotiations regarding a compromise and settlement of the Action with a view to
settling all matters in dispute.

1 F. Considering the benefits that the Plaintiffs and Class Members will receive from
2 settlement of the Action and the risks of litigation, Class Counsel have concluded that the
3 terms and conditions of this Agreement are fair, reasonable, and in the best interests of
4 the Plaintiffs and Class Members; Plaintiffs have agreed that Defendants shall be released
5 from the Settled Claims pursuant to the terms and provisions of this Agreement; and have
6 agreed to the dismissal with prejudice of this Action and all Settled Claims as defined in
7 Section I.G.

8 NOW, THEREFORE, it is hereby STIPULATED AND AGREED, by and among the parties to
9 this Agreement, through their respective attorneys, subject to the approval of the Court pursuant
10 to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to
11 the parties hereto from the Agreement, that the Settled Claims shall be compromised, settled,
12 forever released, barred, and dismissed with prejudice, upon and subject to the following terms
13 and conditions:

14 **I. DEFINITIONS:**

15 Wherever used in this Agreement, the following terms have the meanings set forth below:

- 16 A. “Action” means the civil action captioned *Lyon et al. v. U.S. Immigration and*
17 *Customs Enforcement, et al.*, Case No. 3:13-cv-05878-EMC, United States District
18 Court for the Northern District of California.
- 19 B. “Effective Date of Settlement” or “Effective Date” means the date upon which this
20 Agreement shall become effective, as set forth in Section VIII, below.
- 21 C. “Plaintiffs” means Audley Barrington Lyon, Jr., José Elizandro Astorga-Cervantes,
22 and Nancy Neria-Garcia.
- 23 D. “Class Member(s)” means any current or future adult immigration detainee who,
24 during the period of this Agreement, is or will be held by ICE in Contra Costa
25 County, Kern County, Sacramento County, or Yuba County.
- 26 E. “Plaintiffs’ Counsel” or “Class Counsel” means Julia Harumi Mass, Angélica
27 Salceda, Christine Sun, and Michael Risher of the American Civil Liberties Union
28 (“ACLU”) of Northern California; Carl Takei of the ACLU National Prison
Project; Robert Varian, Charles Ha, and Alexis Yee-Garcia of Orrick, Herrington &
Sutcliffe LLP; and Megan Sallomi and Marc Van Der Hout of Van Der Hout,
Brigagliano & Nightingale, LLP. Should these entities change their names or
merge with other entities, those new entities shall also qualify as Class Counsel.

- 1 F. “Defendants” means United States Immigration and Customs Enforcement
2 (“ICE”); Sara Saldaña, in her official capacity as Director of ICE; United States
3 Department of Homeland Security; Jeh Johnson, in his official capacity as
4 Secretary of Homeland Security; and Adrian Macias, in his official capacity as
5 Director of the San Francisco Field Office of ICE, their predecessors and
6 successors, their departments and agencies, and their past or present agents,
7 employees, and contractors.
- 8 G. “Settled Claims” means all claims for declaratory or injunctive relief that were
9 brought on behalf of Class Members based on the facts and circumstances alleged
10 in the Complaint and First Supplemental Complaint including but not limited to
11 claims that the telephone access afforded Class Members while in ICE custody
12 violated Class Members’ statutory rights and privileges under the Immigration and
13 Nationality Act, 8 U.S.C. § 1101 *et seq.*, including access to counsel and their right
14 to present evidence in certain immigration proceedings; their rights to due process
15 under the Fifth Amendment to the U.S. Constitution; and their rights to petition the
16 government for redress of grievances under the First Amendment to the U.S.
17 Constitution.
- 18 H. “Settlement” means the settlement provided for in this Agreement.
- 19 I. “Contra Costa” means West County Detention Facility in Contra Costa County,
20 California.
- 21 J. “Yuba” means Yuba County Jail in Yuba County, California.
- 22 K. “RCCC” means Rio Cosumnes Correctional Center in Sacramento County,
23 California.
- 24 L. “Mesa Verde” means Mesa Verde Detention Facility in Kern County, California.
- 25 M. “Facilities” means Contra Costa, Yuba, RCCC, and Mesa Verde.
- 26 N. “Housing Unit Phones” means the telephones located in or near housing units at the
27 Facilities that Class Members may utilize for both Legal Calls and other telephone
28 calls.
- O. “Phone Rooms” means the telephone-equipped enclosed rooms at Yuba, Contra
Costa, and Mesa Verde and the enclosed space ICE will add at RCCC to provide
free, direct, and non-monitored telephones for the Plaintiff Class.
- P. “Legal Calls” means calls to attorneys and calls to third parties to facilitate the
gathering of evidence and obtaining legal advice and representation related to the
class member’s immigration case. Such third parties include but are not limited to:
government agencies, courts, employers, businesses, organizations, and friends and

1 family members who may be testifying as witnesses, writing letters of support,
2 and/or assisting the class member to find an attorney or obtain evidence.

- 3 Q. "Attorney Legal Call" means a Legal Call to an attorney regarding prospective,
4 current, or past representation or for legal consultation. An Attorney Legal Call
5 shall not require the attorney to have a G-28 on file for the detainee.
- 6 R. "Non-Attorney Legal Call" means any Legal Call other than an Attorney Legal
7 Call.
- 8 S. "Positive Acceptance" means the requirement that for a telephone call to connect,
9 the recipient must listen to a recorded message and take an affirmative step,
10 typically pressing a particular key, to accept the call.
- 11 T. "Attorneys Performing Pro Bono Work" means any attorney who performs pro
12 bono work as a part of their practice, and not just attorneys who exclusively
13 perform pro bono work.
- 14 U. "Government Agencies and Offices" means federal, state, or local governmental
15 agencies and offices that may facilitate the gathering of evidence for immigration-
16 related proceedings and includes the following types of entities: California state
17 courts, U.S. District Courts in California, the Ninth Circuit Court of Appeals,
18 Federal and State Public Defender offices in California, major California Police,
19 Sheriff, District Attorney, and Probation Departments, and northern California
20 rehabilitation programs.
- 21 V. "Indigent Class Members" means Class Members who have had \$15 or less on
22 their commissary accounts for the previous ten days.
- 23 W. "Lockdown" means a restriction to cells or bunks during waking hours in response
24 to a specific security incident; it does not include routine "free time" limitations at
25 Contra Costa.
- 26 X. "Free Call" and "Free Calling" mean calls and calling where the call takes place at
27 no cost to the caller and the recipient.
- 28 Y. "ICE DTS Provider Pro Bono Platform" means the Pro Bono Platform provided by
ICE's Detainee Telephone Service ("DTS") Provider pursuant to a contract
between ICE and the ICE DTS Provider. The current ICE DTS Provider is Talton
Communications, Inc.

II. **RELEASE: SCOPE AND EFFECT OF RELEASE**

- A. As of the Effective Date, the Plaintiffs and the Class Members, on behalf of
themselves, their heirs, executors, administrators, representatives, attorneys,
successors, assigns, agents, affiliates, and partners, and any persons they represent,

1 by operation of any final judgment entered by the Court, fully, finally, and forever
2 release, relinquish, and discharge the Defendants of and from any and all of the
3 Settled Claims. The foregoing release includes all claims for injunctive or
4 declaratory relief, whether known or unknown, that could have been brought on
5 behalf of Class Members at any time prior to the Effective Date. This Release shall
6 not apply to claims that arise or accrue after the termination of this Agreement.

- 7
- 8 B. Defendants agree and acknowledge that this Agreement, and specifically this
9 release, shall not impact any individual Class Member's (other than the named
10 Plaintiffs') ability to bring a claim for monetary damages in his or her individual
11 capacity arising from or related to injury suffered as a result of limitations or denial
12 of telephone access while in ICE custody. Defendants also agree and acknowledge
13 that this Agreement, and specifically this release, shall not impact any individual
14 Class Member's (other than the named Plaintiffs') ability to argue (whether on a
15 Petition for Review, motion to reopen, or other appeal, application, request for
16 review of petition to modify such class member's order of removal or other
17 immigration order) that limitations on telephone access in ICE custody affected
18 such individual Class Member's immigration proceedings.

19 **III. TELEPHONE ACCESS IN THE FACILITIES**

20 **A. Adding Free and Private Numbers to Housing Unit Phones**

- 21
- 22 1. At Contra Costa, Yuba, and RCCC, the telephone numbers for certain
23 Government Agencies and Offices and Attorneys Performing Pro Bono Work
24 (as further identified in Paragraphs A.4 and A.5 below) shall be added to Free
25 Call telephone platforms that enable Class Members to make Free Calls to
26 these numbers from Housing Unit Phones without Positive Acceptance and
27 without being recorded or monitored.
- 28 2. At Mesa Verde, the telephone numbers for certain Government Agencies and
Offices and Attorneys Performing Pro Bono Work (as further identified in
Paragraphs A.4 and A.5 below) shall be added to a database of telephone
numbers that shall connect from the Mesa Verde Housing Unit Phones
without Positive Acceptance and without being recorded or monitored. If
technologically feasible, such numbers will also be Free Calls from the Mesa
Verde Housing Unit Phones.
3. In addition to the Free Call platforms described in paragraphs A.1 and A.2,
each of the Facilities shall enable Housing Unit Phones to make paid calls to
attorney telephone numbers without Positive Acceptance and without being
recorded or monitored. The attorney numbers shall be identified through the
process described in paragraphs A.5, 6, 7 and 8.

- 1 4. Plaintiffs shall provide lists of Government Agencies and Offices and
2 Defendants shall ensure their inclusion on the Free Call platforms and
3 database described in paragraphs A.1 and 2 above. Plaintiffs shall specify no
4 more than 10 rehabilitation centers for inclusion on each Facility's platform or
5 database.
- 6 5. Attorneys may request that their phone numbers be added to the platforms and
7 databases described in Paragraphs A.1, A.2, or A.3 by emailing the number
8 and specific request to an email drop box to be provided by ICE. If an attorney
9 requests to be added to the Free Call platforms, the attorney's telephone
10 number shall be added to the platforms described in A.1 and A.2 if s/he is an
11 Attorney Performing Pro Bono Work. If an attorney requests to be added to
12 the no-Positive-Acceptance databases, the attorney's telephone number shall
13 be added to the databases described in A.3 regardless of whether s/he is an
14 Attorney Performing Pro Bono Work.
- 15 6. Attorneys may request that their phone numbers be removed from the
16 platforms and databases described in Paragraphs A.1, A.2, or A.3 by emailing
17 the specific request to the same email drop box to be provided by ICE.
- 18 7. The parties will work together to develop a notice to immigration attorneys
19 practicing in the San Francisco Immigration Court to allow them to be added
20 to the Free Call platforms and/or database of numbers not subject to Positive
21 Acceptance and recording and/or monitoring. Class Counsel will reach out to
22 organizations including American Immigration Lawyers Association, National
23 Lawyers Guild, and/or Federal Bar Association to request use of their email
24 listservs for this purpose
- 25 8. Class Members may submit attorney names and telephone numbers to ICE for
26 addition to the platforms and databases described in paragraphs A.1, 2, and 3.
27 If the attorney identified by the Class Member confirms that s/he wishes to be
28 added, ICE shall add the attorney's telephone number to the platforms and
databases described in paragraph A.1 and A.2 (provided the attorney accepts
some pro bono immigration cases), or to the database described in paragraph
A.3
9. Platforms and databases described in A.1, A.2, and A.3 shall be updated
regularly, and no less than once a week, in response to requests under
paragraphs A.5, 6, 7, and 8.
10. Platforms and databases described in A.1, 2, and 3 shall be able to connect to
the telephone numbers for attorneys, Government Agencies and Offices
regardless of whether the numbers are toll-free or regular area code numbers.

1 B. Extending and Eliminating Automatic Cut-Offs

- 2 1. ICE shall ensure that at Yuba and RCCC, Housing Unit Phone automatic cut-
3 offs are extended to 40 minutes.
4 2. ICE shall extend the automatic cut-off of the ICE DTS Provider Pro Bono
5 Platform calls to 60 minutes.
6 3. ICE shall ensure that the automatic cut-off of 20 minutes in the Yuba Phone
7 Room is eliminated.
8 4. ICE reserves the right to impose time limits to facilitate equitable access based
9 on demonstrated need in individual circumstances. Such time limits shall not
10 be shorter than 20 minutes per call.

11 C. Installing Phone Booths in Housing Units

- 12 1. Subject to Paragraphs C.2 and C.3, ICE shall install phone booths in the
13 common areas of the housing units where ICE detainees are held at each
14 facility. Where a housing unit has no common area, a phone booth will be
15 installed for Class Member use in a conveniently accessible location. A
16 rendering of the specifications and measurements of the type of proposed
17 phone booths is included as Exhibit A to this Agreement.
18 2. The phone booths shall provide sufficient privacy so that Legal Calls cannot
19 be overheard by officers, facility staff, or other detainees. This privacy shall
20 be afforded primarily by the physical characteristics of the booths and
21 augmented by their placement within the housing units.
22 3. The ability of other detainees or staff to overhear muffled sounds without
23 sufficient clarity to discern the caller's words or language does not render the
24 call capable of being "overheard" for purposes of this Agreement.
25 4. ICE shall provide 40 phone booths, distributed as needed to provide equitable
26 access to Class Members in each Facility.
27 5. ICE shall instruct the Facilities that, in periods of high demand, Class
28 Members should have priority for use of the phone booths.
29 6. Class members shall be permitted to access the phone booths at any time
30 during each individual Facility's waking hours (other than during count or
31 lockdowns), subject to the provisions in the "Physical Access to the Housing
32 Unit Phones" section, below.

33 D. Physical Access to Housing Unit Phones

- 34 1. Access to housing unit phones, including phone booths, shall be during
35 waking hours (other than during count or lockdowns), which is anytime other
36 than "lights out" at all four Facilities.
37 2. Class Members who want to use a phone booth but who are housed in areas
38 where they are unable to access a phone booth without staff intervention

1 (including but not limited to segregation, subject to paragraph D.3 below)
2 shall receive access to a phone booth (or other private area, as appropriate)
3 within two waking hours of making a request. If the request is made at or
4 before 3:00 p.m., the Class Member shall receive access to a phone booth or
5 other private area within business hours on the day of the request. Further
6 delays may be justified by a lockdown of unusual length or other
7 extraordinary circumstances, but shall in all cases be documented and reported
8 to ICE. Each Facility shall establish a process for such class members to
9 notify the facilitator as needed to assist with calls. In some instances, the
10 housing unit officer will contact the facilitator rather than having the Class
11 Member directly contact the facilitator.

- 12
- 13 3. The above requirements apply fully to Class Members in segregation for
14 administrative reasons. However, if a Class Member is in segregation for
15 disciplinary reasons and restrictions have been properly imposed on that Class
16 Member's general telephone calling privileges as part of the disciplinary
17 process, the above requirements regarding access to phone booths or other
18 private areas shall apply only to calls for personal or family emergencies,
19 Legal Calls, or otherwise justified by a compelling need.

20

21

22

23

24

25

26

27

28

E. Phone Rooms

1. ICE and the Facilities shall provide one or more Phone Rooms for Legal
Calls, including both Attorney Legal Calls and Non-Attorney Legal Calls, at
each Facility. A class member may request an Attorney Legal Call from the
Phone Room without first utilizing the Housing Unit Phones for particularly
sensitive or lengthy legal consultations. To make a Non-Attorney Legal Call
from the Phone Room, however, Class Members must first try to contact the
intended call recipient from the Housing Unit Phones and be unsuccessful.
2. With respect to RCCC, the Phone Room(s) provided may consist of an
enclosed room or another enclosed space (which may be a phone booth with
seating or another type of enclosed space located in the RCCC law library).
This shall ensure that Class Members can make free, direct, unrecorded and
unmonitored phone calls without being overhead by officers, other Facility
staff, or other Class Members or inmates of the Facility.
3. To accommodate interim Legal Call access at Contra Costa, whose system
currently will not allow the suspension of Positive Acceptance for paid calls
from housing unit phones and phone booths, ICE shall provide additional
Phone Room access. This requirement can be met by providing private
telephones without Positive Acceptance, such as phone booths equipped with
the same telephone systems as the telephones in the Phone Rooms either in

1 the housing units or elsewhere in the Facility, as long as access to those
2 telephones complies with the other provisions of this section.

- 3
- 4 4. ICE shall ensure that Class Members can use at least one of the telephones in
5 the Yuba Phone Room without being overheard by officers, other staff, or
6 other detainees. Options include changing Yuba's policy to limit use of the
7 Phone Room to one person at a time and installing a phone booth within the
8 Phone Room for one or both of the existing phones. Yuba Phone Room
9 phones shall not include a Positive Acceptance feature or automated outgoing
10 message.
- 11 5. Requests for Legal Calls will ordinarily be accommodated within eight facility
12 waking hours and shall be accommodated within 24 hours. Further delays may
13 be justified by extraordinary circumstances, but shall in all cases be
14 documented and reported to ICE.
- 15 6. Phone Room calls shall be scheduled for 30 minutes unless a detainee
16 specifies on his/her request form that a longer call will be needed. Facilities
17 shall accommodate requests for calls longer than 30 minutes. ICE reserves
18 the right to impose time limits on Phone Rooms in periods of high demand to
19 facilitate equal access for all detainees, consistent with the other terms of this
20 Agreement. Such time limits shall not be shorter than 20 minutes per call.
- 21 7. Each Facility shall modify its current request form for Class Members to
22 request access to Facility Phone Rooms as follows: The form shall include a
23 statement that Phone Room calls will be limited to 30 minutes unless the
24 Class Member indicates that a longer call is required, a space for class
25 members to request a particular time for Phone Room access and to indicate if
26 more than 30 minutes will be needed, and spaces for Class Members to
27 provide the name of the individual, agency or organization the Class Member
28 seeks to contact and the telephone number the Class Member wishes to call.
8. Attorneys may request to schedule a Legal Call in a Phone Room through the
on-site facilitators at each Facility or other Facility staff. Such requests shall
be granted within the same time limits that apply to Class Member requests
for Phone Room access as set forth in Paragraph E.5 above. Further delays
may be justified by extraordinary circumstances, but shall in all cases be
documented and reported to ICE.
9. The Facilities' advance vetting and scheduling of call requests shall be
performed as follows:
- i. Advance vetting shall be limited to internet searches. Facilities shall
not directly contact the individual/entity sought to be contacted in
advance of the call, except to contact an attorney who requests to
schedule a call with a Class Member.

1 ii. If an attorney requests to schedule a call with a Class Member, the
2 Facilities shall coordinate with the attorney to schedule the call. For
3 other calls, Facilities do not have to coordinate advance scheduling
4 with call recipients. The Facilities shall, however, honor reasonable
5 written requests for specific times for phone room calls (*e.g.*, detainee
6 asks to make call after 3:30, when witness finishes work shift) when
7 made with sufficient advance notice.

8 10. Facilities may do on-the-spot vetting in the presence of the Class Member
9 caller to verify the call recipient and to confirm that the recipient is willing to
10 take the call. The officer shall not reveal Class Members' custody status or
11 location as part of the vetting.

12 11. If there is no answer, Class Members shall be permitted to leave voicemail
13 messages from Phone Room phones. If the call recipient has an automated
14 voicemail tree, Class Members shall be permitted to navigate that system to
15 reach their intended call recipient, including making additional attempts if
16 they are unsuccessful in their navigation of the system the first time.

17 12. Should requests for access to the Phone Rooms overwhelm availability, ICE
18 may charge a non-indigent Class Member a nominal fee for Phone Room use
19 to call recipients that are not on the Free Call platforms or database described
20 in paragraphs A.1 and A.2. Such fees shall not exceed the rates charged to
21 ICE by the then-existing ICE DTS provider, nor shall they exceed then-
22 applicable FCC guidance regulating inmate telephone services.

23 F. Messaging

- 24 1. At a minimum, ICE shall continue to provide the same messaging services at
25 Mesa Verde as are currently in existence.
26 2. RCCC, Yuba, and Contra Costa shall deliver legally-related messages, which
27 will not be confidential and may be primarily through an email-based system,
28 within 24 hours.
29 3. Emergency messages and urgent attorney messages shall be delivered as soon
30 as possible, but in no case more than six Facility waking hours after receipt.

31 G. On-Site Facilitators

- 32 1. ICE and/or the Facilities shall designate one or more telephone access
33 facilitators ("on-site facilitators") for each Facility. There shall be one
34 facilitator on duty at each Facility Monday-Friday during normal business
35 hours. A back-up on-site facilitator shall be trained and Phone Room access
36 shall be provided by other Facility staff as needed to accommodate calls
37 within Facility waking hours that are outside of normal business hours.
38 2. The on-site facilitator's primary duties shall be to ensure that class members
39 have adequate access to Legal Calls consistent with the requirements of this

1 Agreement, including calls from the Housing Unit Phones, phone booth
2 phones, and Phone Room phones.

- 3 3. The individuals who act as on-site facilitators may be assigned to limited other
4 duties as long as such duties do not prevent the facilitators from facilitating
5 class members' requests for Legal Calls in a timely manner.

6 H. Accommodations for Indigent Class Members

- 7 1. ICE shall provide accommodations for free Legal Calls to Indigent Class
8 Members.
9 2. Indigence shall be determined at the time of the initial call request, and each
10 subsequent request for additional time.
11 3. ICE shall provide accommodations to Indigent Class Members by either
12 allowing extra access to Phone Rooms or by providing phone credit for
13 Housing Unit Phones. Such phone credit shall be provided in amounts of at
14 least 30 minutes per request.

15 I. International Calling

- 16 1. ICE shall provide international call access for Legal Calls to Class Members,
17 during Facility waking hours, with advance notice and as set forth below.
18 2. If possible, international calling for Legal Calls will be made available
19 through a Facility Phone Room in accordance with the procedures for
20 accessing the Facility Phone Room in Section III.E.
21 3. If possible, free international calling for Legal Calls for Indigent Class
22 Members will be made available in accordance with the procedures for
23 Accommodations for Indigent Class Members in Section III.H.
24 4. If international calling for Legal Calls is not available through the Housing
25 Unit Phones or Facility Phone Rooms in accordance with the above
26 procedures, ICE shall accommodate requests for international Legal Calls in
27 the Facility through other means. This may include providing a cell phone
28 enabled with international calling through visiting ICE agents. If such other
means are required, ICE will accommodate requests for international Legal
Calls within no more than 72 hours of the request and will allow Indigent
Class Members access to free international Legal Calls through these alternate
means.
5. On the rare occasion that a Class Member presents a compelling need for
international Legal Call access outside of facility waking hours (e.g. to contact
a business or agency within country business hours that do not overlap with
facility waking hours), ICE shall make reasonable accommodations to
facilitate the Class Member's timely communication with that entity.

J. Three Way Calling

- 1 1. Upon request based upon a stated need, such as needing an interpreter to join
2 a call, ICE shall facilitate three-way calls in the Facility where the detainee is
3 housed or at the nearest ICE field office. ICE shall attempt to accommodate
4 such calls at the Facility, if possible, before transporting a Class Member to
5 the field office for such a call.

6 K. Notice to Plaintiff Class Members of Telephone Options

- 7 1. ICE and the Facilities shall ensure that Class Members are informed that they
8 must contact an ICE officer or a Facility staff member (such as the on-site
9 facilitator or the housing unit officer) if they have difficulty making a Legal
10 Call.
11 2. An instruction sheet shall be printed and posted in at least English and
12 Spanish, explaining all telephone access options, how to use the telephones
13 and platforms available to ICE detainees, and how to make additional requests
14 for telephone access, in clear, step-by-step instructions. The instruction sheet
15 shall be posted in English and Spanish near the Facility phones. ICE and the
16 Facilities shall instruct their officers to show the instruction sheet to any Class
17 Member who requests assistance with making phone calls and explain its
18 provisions.
19 3. Plaintiffs agree to produce a video that conforms to Americans with
20 Disabilities Act standards, with content and format to be approved by ICE, to
21 explain telephone access options available to Class Members. This video shall
22 be shown regularly in the Facilities, such that newly-admitted Class Members
23 are generally shown the video within one week of arrival.

24 L. Accommodations for Language Minorities

- 25 1. Facilities shall, if local resources are not adequate or available, use a language
26 line to provide interpretation of telephone materials and instructions upon the
27 request of any Class Member who is unable to read English or Spanish, not to
28 include a full translation of the detainee handbook.
29 2. ICE shall post a notice near the Housing Unit Phones in the Facilities in the
30 ten written languages most commonly used by respondents in the San
31 Francisco Immigration Court, instructing individuals to ask the facilitator or
32 housing unit officer for interpretation of telephone access instructions and
33 assistance accessing telephones. The speed dial code for the ACLU of
34 Northern California shall be included on this notice as a resource for reporting
35 problems obtaining telephone access.
36 3. Class members attempting to call individuals who do not speak English and
37 do not understand the prompts to accept a call from the Facility shall be

provided access to Phone Room calls in accordance with the Phone Room request process described in Section III.E.

IV. IMPLEMENTATION AND OVERSIGHT

A. Contracts with Facilities

1. The terms of this Agreement that describe requirements to be fulfilled by Facilities alone or in conjunction with ICE shall be specified in contracts between ICE and the Facilities.
2. ICE shall complete the contracting process and implement the requirements of the Agreement within one year of the Agreement's Effective Date. However, to the extent compliance with a particular requirement of the Agreement is impracticable (as that term is defined under federal common law), Defendants' failure to implement that requirement will not be a violation of the Agreement.
3. Within 30 days of determining it will not complete a contract with a Facility and at least 60 days prior to transferring class members from that Facility, in anticipation of contract cancellation, Defendants shall notify Class Counsel and the Parties shall meet and confer to provide adequate telephone access to the affected Class Members in the counties covered by this Agreement, possibly to include modifying the Agreement. If the Parties are unable to reach agreement, they shall refer the dispute to this Agreement's alternative dispute resolution process under the terms of the existing Agreement.

B. Compliance with contract terms shall be monitored by ICE Contracting Officer's Representative (COR) and Contracting Officer's Technical Representative (COTR), as well as by other ICE personnel visiting the facilities, who will report compliance/non-compliance to the COR/COTR. Failure to meet Settlement terms by the Facilities shall be treated as a contract deficiency and addressed through the cure process used by CORs/COTRs.

C. ICE shall require training of all local ICE personnel with duties related to detention management and oversight as well as Facility staff whose duties include supervising detainees or responsibilities related to detainee phone access in the Facilities. This training shall include the requirements of this Agreement, applicable ICE detention standards for telephone access, and the policies and procedures for implementation of this Agreement at the Facility/ies relevant to the particular individuals being trained.

D. Within 180 days of the Agreement's Effective Date, ICE shall modify forms used during weekly Facility Liaison Visits and the annual ERO Detention Management Division (G324A) audit (currently carried out by the Nakamoto Group, Inc.) to evaluate compliance with each of the following:

1. When a detainee requests a direct or free Legal Call to an attorney, court, or government agency or demonstrates a compelling need for other direct

1 or free calls, access is granted within 24 hours of the request and
2 ordinarily within 8 facility waking hours. Further delays may be justified
3 by extraordinary circumstances.

- 4 2. The facility documents and reports to ICE/ERO any delays in responding
5 to requests for free or direct Legal Calls beyond 8 facility waking hours.
- 6 3. Detainees are provided private settings for Legal Calls such that calls
7 cannot be overheard by officers, other staff, or other detainees.
- 8 4. The facility has a system for taking and delivering telephone messages to
9 detainees, including but not limited to attorney messages, other messages
10 related to a detainee's legal case, and emergency messages, and ensures
11 the timeliness of such message delivery.
- 12 5. The facility provides translation and interpretation services to detainees
13 who are unable to read written telephone access rules in the languages
14 provided.
- 15 6. Detainees in segregation or other environments with limited physical
16 access to telephones have reasonable and equitable access to telephones
17 during waking hours (i.e., they can request telephone calls and receive
18 them in a timely manner).

14 **V. ENFORCEMENT AND MONITORING**

- 15 A. Plaintiffs' counsel shall be provided with the following records within 45 days of the
16 Agreement's Effective Date or 45 days of finalizing the particular record, whichever
17 is later, to the extent such records are or were created after November 19, 2015,
18 through the termination of this Agreement:
 - 19 1. Amendments/modifications that relate to telephone access or other issues
20 outlined in this Agreement to Facility contracts to which ICE is a party or
21 authorized rider for Mesa Verde, RCCC, Contra Costa, and Yuba;
 - 22 2. Amendments, modifications, or new contracts for ICE Detainee Telephone
23 Service to the extent they are implemented at Mesa Verde (i.e., the contract
24 currently held by Talton);
 - 25 3. Any new contract for the Contra Costa jail account/phone management
26 system, once awarded;
 - 27 4. Any changes to Facility policies related to telephone access;
 - 28 5. Any modified templates or forms of internal compliance instruments,
worksheets, inspection reports, and similar documents that relate to telephone
standards, telephone access, and/or the terms of this Agreement; and
 6. Any revised orientation materials related to telephone access (unless Plaintiffs
are involved in drafting orientation materials and therefore already have
copies of the final orientation materials).

- 1 B. To the extent class members are relocated to different facilities within Contra Costa,
2 Yuba, Sacramento or Kern County for more than 10 days, ICE shall meet and confer
3 with Class Counsel to agree upon facility-specific provisions that may be necessary to
4 effectuate the intent of this Agreement at the different facility.
- 5 C. During the terms of this Agreement, Class Counsel shall be provided with the
6 following records:
7 1. Any Contract Discrepancy Reports (CDR) issued by the COTR to one of the
8 four detention service providers concerning a facility's failure to correct a
9 deficiency related to a provision of this Agreement.
10 2. The annual inspection report for telephone access by February 15th of the
11 calendar year following the inspection of each Facility.
12 3. Records reflecting notifications from the Facilities to ICE of the Facilities'
13 failure to accommodate a request for Phone Room access within 24 hours or
14 phone booth access within 2 hours.
- 15 D. In addition, on request, Class Counsel shall be provided with the following
16 documents covering a specified future month from a specified facility selected by
17 Class Counsel, not to exceed six selections a year:
18 1. Detainee kites and grievances to ICE relating to telephone access (including
19 responses); and
20 2. Weekly Telephone Serviceability Worksheets regarding that Facility.
- 21 E. ICE shall continue to conduct internal testing of Housing Unit Phones in accordance
22 with its current telephone serviceability report procedures and any changes that are
23 adopted pursuant to section IV.D of this Agreement.
- 24 F. ICE shall permit Class Counsel, with reasonable advance notice, to conduct
25 interviews with Class Members once per year per Facility. ICE shall ensure that
26 Facilities accommodate these interviews by providing Class Members a convenient
27 way to indicate their interest in participating in the interviews and facilitating group
28 or individual meetings between Class Counsel and willing Class Member
participants. These interviews are in addition to, not a substitute for, any interviews
that Class Counsel may schedule using each Facility's normal attorney meeting
procedures.

23 VI. DISPUTE RESOLUTION PROCEDURES; CONTINUING JURISDICTION

- 24 A. The Court shall retain jurisdiction to supervise the implementation of this
25 Agreement and to enforce its terms, and the terms of this Agreement shall be
26 incorporated into the Order of the Court approving the Agreement.
- 27 B. The parties agree that the Court will not be asked to exercise jurisdiction to
28 supervise the implementation of this Agreement or to enforce its terms until
exhaustion of the following dispute resolution process:

Settlement Agreement and Release-16

1. Should Class Counsel believe in good faith that Defendants are engaging in a pattern or practice of non-compliance with requirements of this Agreement at a specific Facility or Facilities, Class Counsel shall promptly notify counsel for Defendants, in writing, of the specific grounds upon which non-compliance is alleged. If Class Counsel so request after providing notice of noncompliance with respect to a specific Facility, Defendants shall commence retention within three business days (72 hours, not including weekends and holidays) of the detainee kites and grievances to ICE from that Facility regarding telephone access, and the detainee kites and grievances to that Facility regarding telephone access, including Class Member requests contemplated under Section III of this Agreement. Document retention shall continue for fourteen (14) days. Defendants' counsel shall forward the documents to Class Counsel after a reasonable period of internal processing, not to exceed five business days, not including weekends and holidays, after the end of the 14-day retention period.
2. Within thirty (30) calendar days after receipt of the notice from Class Counsel, counsel for Defendants shall notify Class Counsel of Defendants' position and any action it has taken or intends to take in connection therewith. The parties shall negotiate in good faith in an effort to resolve any remaining disputes. The parties agree that this negotiation period will be considered exhausted if the parties jointly determine that negotiations have reached an impasse, or if either party invokes the formal meet-and-confer process under paragraph 3 of Section VI.B. of the Agreement.
3. If any dispute cannot be resolved informally under paragraphs 1 or 2 of Section VI.B. of the Agreement, counsel for either party may notify counsel for the opposing party by letter and request that counsel meet and confer. The parties shall meet within ten (10) calendar days of such notice in an attempt to arrive at an amicable resolution of the dispute.
4. The parties may refer any unresolved dispute to Magistrate Judge Ryu for mediation. If Magistrate Judge Ryu is no longer available or does not consent to serve as mediator, the parties may refer the unresolved dispute to another magistrate judge in the Northern District of California for mediation, if the parties mutually agree on the mediator and such mediator consents. If the dispute has not been resolved through mediation within 14 days, counsel may mutually agree to continue mediation or counsel may seek to enforce the Agreement through a motion in district court. Additionally, if the parties cannot agree on a mediator, if no mutually-agreed-on mediator consents, or if

1 the parties mutually agree to bypass mediation, counsel may seek to enforce
2 the Agreement through a motion in district court.

3 5. If the parties do not reach resolution under the procedures of Paragraphs 1-4
4 of Section VI.B. of the Agreement, either party may then file a motion
5 requesting that the district court resolve the dispute.

6 6. The parties agree that the mediation process described in Section VI.B of the
7 Agreement shall be conducted confidentially and that no public disclosure
8 shall be made regarding the mediation process at any time before, during, or
9 after the mediation process, except that the final result of the mediation may
10 be disclosed. All documents and information disclosed by either party during
11 the mediation process shall not be admissible in any judicial proceeding. All
12 statements or conclusions of the mediator shall not be admissible in any
13 subsequent judicial proceeding.

14 C. The parties agree that any action or proceeding to enforce the terms of this
15 Agreement shall be brought exclusively in the United States District Court for the
16 Northern District of California. The Court in this proceeding shall have the power
17 to award such relief and issue such judgments as the Court deems proper and
18 appropriate.

19 **VII. TERMS OF ORDER FOR NOTICE, HEARING AND FINAL JUDGMENT**

20 A. Concurrently with their filing of this Agreement, Class Counsel shall apply to the
21 Court for Preliminary Approval of the Settlement provided for in this Agreement
22 and entry of a Preliminary Approval Order. Such Preliminary Approval will seek
23 approval of a Notice to the Class substantially in the form appended hereto as
24 Exhibit B, as well as a finding that the following satisfies the publication
25 requirements of Rule 23 of the Federal Rules of Civil Procedure: Within ten (10)
26 business days of the date of the Preliminary Approval, (i) posting the Notice to the
27 Class and this Settlement Agreement in appropriate places on the ICE public
28 website; (ii) providing the Notice to the Class and this Agreement to immigration
attorneys in the San Francisco Bay Area through the local American Immigration
Lawyers' Association and National Lawyers Guild listservs; (iii) providing the
Notice to the Class and this Agreement in appropriate places on the website of the
ACLU of Northern California; (iv) posting the Notice to the Class in all housing
units in the Facilities where Class Members are housed, in an area prominently
visible to immigration detainees; and (v) providing individual copies of the Notice
to the Class to any Class Members who are housed in segregation, medical,
holding, or other specialized units with restricted access to common areas during

1 Facility waking hours. The Notice to the Class and this Agreement shall remain
2 posted, and shall be maintained or replaced with new copies as needed, until the
3 Court issues an order finally approving or rejecting the Settlement. Class Counsel
4 shall be responsible for meeting the notice requirements listed in (ii)-(iii) above
5 and ensuring maintenance of such notice, and Defendant ICE shall be responsible
6 for meeting the notice requirements listed in (i), (iv) and (v) above and ensuring
7 maintenance of such notice. The parties shall request that Class Members be
8 provided at least forty-five (45) days to submit objections to the Court after the
9 Notice to the Class is posted and distributed.

- 10 B. If the Settlement contemplated by this Agreement is approved by the Court,
11 counsel for the parties shall request that the Court enter a Final Judgment
12 substantially in the form appended hereto as Exhibit C.
- 13 C. Within ten (10) business days following the Effective Date of Settlement, ICE shall
14 provide the Notice of Final Settlement substantially in the form appended hereto as
15 Exhibit D by posting it in all housing units in the Facilities where Class Members
16 are housed, in an area prominently visible to immigration detainees, as well as
17 providing individual copies of the Notice to the Class to any Class Members who
18 are housed in segregation, medical, holding, or other specialized units with
19 restricted access to common areas during facility waking hours. The Notice of Final
20 Settlement shall remain posted, and shall be maintained or replaced with new
21 copies as needed, until the obligations of this Agreement are terminated.
- 22 D. ICE shall post a Spanish language translation of both the Preliminary Notice and
23 the Final Notice to the Class. Should Class Counsel provide to ICE translations in
24 other languages, ICE shall post a notice informing Class Members that such
25 translations are available. Class Counsel shall provide such notices in sufficient
26 time to allow ICE to meet the posting requirements in Sections VII.A and C. of the
27 Agreement.

28 **VIII. EFFECTIVE DATE OF SETTLEMENT; TERMINATION**

- 29 A. The Effective Date of this Agreement shall be the date when all of the following
30 shall have occurred: (a) entry of the Preliminary Approval Order; (b) approval by
31 the Court of this Agreement, following notice to the Class and a fairness hearing, as
32 prescribed by Rule 23 of the Federal Rules of Civil Procedure; and (c) entry by the
33 Court of Final Judgment, in all material respects in the form appended hereto as
34 Exhibit C.

1 B. In the event that the Court does not approve the Agreement, or the Court's approval
2 of the Agreement or the Final Judgment is reversed, vacated, or terminated on
3 appeal, the parties' good-faith adherence to the terms of this Agreement prior to
said reversal, vacatur, or termination shall not be considered unlawful.

4 C. This Agreement is subject to and contingent upon Court approval under Rule 23(e)
5 of the Federal Rules of Civil Procedure. Defendants' Counsel and Class Counsel
6 shall have the right to terminate this Agreement by providing written notice of their
7 election to do so ("Termination Notice") to all other parties hereto within thirty
8 (30) days of (a) the Court's declining to enter the Preliminary Approval Order or
9 modifying that Preliminary Approval Order in any material respect; (b) the Court's
10 declining to approve the Settlement embodied in this Agreement or any material
11 part of it; (c) the Court's declining to enter the Final Judgment or modifying the
Final Judgment in any material respect; or (d) the Court of Appeals or the United
States Supreme Court's reversing, vacating, or modifying in any material way the
Final Judgment.

12 E. Except as otherwise provided herein, in the event the Settlement is terminated or
13 modified in any material respect or fails to become effective for any reason, then
14 the Settlement shall be without prejudice and none of its terms shall be effective or
15 enforceable; the parties to this Agreement shall be deemed to have reverted to their
16 respective status in the Action as of the date and time immediately prior to the
17 execution of this Agreement; and except as otherwise expressly provided, the
18 parties shall proceed in all respects as if this Agreement and any related orders had
19 not been entered. In the event the Settlement is terminated or modified in any
20 material respect, the parties shall be deemed not to have waived, not to have
21 modified, or not be estopped from asserting any additional defenses or arguments
22 available to them.

23 **IX. TERMINATION OF OBLIGATIONS**

24 Unless earlier terminated by operation of Section VIII, the obligations of this Agreement shall
25 terminate within five (5) years of the Effective Date.

26 **X. NO ADMISSION OF WRONGDOING**

- 27 A. This Agreement, whether or not executed, and any proceedings taken pursuant to it:
- 28 1. shall not be construed to waive, reduce, or otherwise diminish the authority of
the Defendants to enforce the laws of the United States against Class Members,

1 consistent with the Constitution and laws of the United States, and applicable
2 regulations;

3 2. shall not be offered or received against the Defendants as evidence of, or
4 construed as or deemed to be evidence of, any presumption, concession, or
5 admission by any of the Defendants of the truth of any fact alleged by the
6 Plaintiffs or the validity of any claim that had been or could have been asserted
7 in the Action or in any litigation, or the deficiency of any defense that has been
8 or could have been asserted in the Action, or of any liability, negligence, fault,
9 or wrongdoing of the Defendants; or any admission by the Defendants of any
10 violations of, or failure to comply with, the Constitution, laws or regulations;
11 and

12 3. shall not be offered or received against the Defendants as evidence of a
13 presumption, concession, or admission of any liability, negligence, fault, or
14 wrongdoing, nor shall it create any substantive rights or causes of action against
15 any of the parties to this Agreement, in any other civil, criminal, or
16 administrative action or proceeding, other than such proceedings as may be
17 necessary to effectuate the provisions of this Agreement; provided, however,
18 that if this Agreement is approved by the Court, Defendants may refer to it and
19 rely upon it to effectuate the liability protection granted them hereunder.

20 **XI. ATTORNEYS' FEES**

21 As set forth below, within 65 days of the Effective Date, Defendants shall pay to Class Counsel
22 the sum of \$ 405,000 to settle and resolve Plaintiffs' claims to attorneys' fees and costs, if such
23 award is approved by the Court.

- 24 A. The parties agree to the "Attorneys' Fee Settlement Amount" of \$405,000, to avoid
25 further litigation and costs associated litigating a fee and cost request and to avoid
26 the risks attendant to such proceedings. Plaintiffs shall file a motion for fees under
27 Fed. R. Civ. P. 23(h) and 54(d)(2).
- 28 B. Defendants agree not to oppose a motion seeking a fee award of \$405,000 or less.
- C. If for any reason the Court awards an amount in excess of \$405,000, Plaintiffs and
Class Counsel expressly disclaim any and all right to collect the amount that
exceeds \$405,000 from any person or entity, and agree, upon demand, to execute a
release of any person's or entity's obligation to pay such sums. In the event the
Court awards Class Counsel less than \$405,000, this Settlement Agreement shall

1 remain in full force and effect. Nothing in this Agreement waives or prevents
2 Plaintiffs and Class Counsel from appealing an award of less than \$405,000.

- 3 D. Subject to the foregoing provisions, Defendants shall deliver the Attorneys' Fee
4 Settlement Amount to Class Counsel by direct wire transfer into Class Counsel's
5 designated account. Class Counsel shall provide to Defendants all information
6 necessary to accomplish the direct wire transfer into that account within five days
7 of the Effective Date. Plaintiffs and Class Counsel acknowledge that payment of the
8 Attorneys' Fee Settlement Amount by Defendants or any of them in accordance
9 with the wire instructions shall resolve all of Defendants' liability for such amount.
- 10 E. Class Counsel shall be fully responsible for the allocation and payment of the
11 Attorneys' Fee Settlement Amount among themselves.
- 12 F. Defendants' payment of the Attorneys' Fee Settlement Amount shall satisfy any
13 claims by Plaintiffs' Counsel and/or Class Counsel for attorney fees and costs
14 related to and for the Action, including any fees and costs that may be incurred by
15 Plaintiffs' Counsel and/or Class Counsel in the course of monitoring the
16 implementation of this Agreement (except as set forth in Paragraph G). Plaintiffs,
17 Plaintiffs' Counsel, and Class Counsel, and their heirs, executors, administrators,
18 representatives, attorneys, predecessors, successors, assigns, agents, affiliates, and
19 partners, and any persons they represent, by operation of any final judgment entered
20 by the Court, fully, finally, and forever release, relinquish, and discharge the
21 Defendants of and from any and all claims for attorney fees and costs related to and
22 for the Action, including any fees and costs that may be incurred in the course of
23 monitoring the implementation of this Agreement (except as set forth in Paragraph
24 G).
- 25 G. In the event that Class Counsel seek to enforce the terms of the Agreement pursuant
26 to Section VI.C., nothing in this Agreement shall be interpreted as precluding
27 Plaintiffs from seeking attorneys' fees and costs solely for such enforcement action.
- 28 H. If either party terminates the Agreement under Section VIII.C because the Court of
Appeals or the United States Supreme Court reversed, vacated, or modified in any
material way the Final Judgment after the Effective Date, Plaintiffs agree that Class
Counsel shall return the Attorneys' Fee Settlement Amount, plus any interest
earned, to Defendants upon final resolution of the appeal. Final resolution of the
appeal occurs when all appellate remedies, including petitions for rehearing,
petitions for rehearing *en banc*, and petitions for certiorari or any other form of
review, have been finally disposed of in a manner that allows for termination of the
Agreement.

1 **XII. ADDITIONAL PROVISIONS**

- 2 A. This Agreement, and the obligations incurred herein, shall be in full and final
3 disposition of the Action with prejudice, including any and all Settled Claims against
4 Defendants. On the Effective Date, Plaintiffs and Class Members shall be deemed to
5 have fully, finally, and forever released, relinquished, and discharged Defendants of
6 and from any and all Settled Claims in accordance with Part II.
- 7 B. All of the exhibits attached hereto are hereby incorporated by reference as though
8 fully set forth herein.
- 9 C. This Agreement may not be modified or amended, nor may any of its provisions be
10 waived except by a writing signed by all parties hereto or their successors-in-interest.
- 11 D. The waiver by one party of any breach of this Agreement by any other party shall not
12 be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 13 E. This Agreement and its exhibits constitute the entire agreement among the parties
14 hereto concerning the Settlement of the Action, and no representations, warranties,
15 or inducements have been made by any party hereto other than those contained and
16 memorialized in such documents.
- 17 F. This Agreement may be executed in one or more counterparts. All executed
18 counterparts and each of them shall be deemed to be one and the same instrument
19 provided that counsel for the parties to this Agreement shall exchange among
20 themselves original signed counterparts.
- 21 G. This Agreement shall be binding upon, and inure to the benefit of, the successors and
22 assigns of the parties hereto.
- 23 H. This Agreement shall not be construed more strictly against one party than another
24 merely by virtue of the fact that it, or any part of it, may have been prepared by
25 counsel for one of the parties, it being recognized by the parties that this Agreement
26 is the result of negotiations between the parties and that all parties have contributed
27 substantially and materially to the preparation of this Agreement.
- 28 I. All counsel and any other person executing this Agreement and any of the exhibits
hereto, or any related settlement documents, warrant and represent that they have the
full authority to do so and that they have the authority to take appropriate action
required or permitted to be taken under the Agreement to effectuate its terms.
- J. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in
seeking Court approval of this Agreement and to promptly agree upon and execute
all such other documentation as may be reasonably required to obtain final approval
by the Court of the Settlement.

1 For and on behalf of Defendants:

2
3 EXECUTED this ___ day of _____, 2016.

4
5 **Katherine J. Shinnors,**

6 Trial Attorney, District Court Section

7 Office of Immigration Litigation

8 Civil Division

9 United States Department of Justice

10 P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

11
12 **Counsel for Defendants**

13 For and on behalf of Plaintiffs and the Class:

14
15 EXECUTED this ___ day of _____, 2016.

16
17 **Julia Harumi Mass, Esq.**

18 American Civil Liberties Union
19 of Northern California, Inc.

20 39 Drumm Street

21 San Francisco, CA 94111

22 415-621-2493

23 415-255-8437 (fax)

24 jmass@aclunc.org

25
26 **Robert P. Varian**

27 Orrick, Herrington & Sutcliffe LLP

28 405 Howard Street

San Francisco, CA 94105

415-773-5700

415-773-5759 (fax)

rvarian@orrick.com

29
30 **Marc Van Der Hout**

31 Van Der Hout, Brigagliano

32 & Nightingale LLP

33 180 Sutter Street, Suite 500

34 San Francisco, CA 94101

35 415-981-3000

36 415-981-3003 (fax)

37 MV@vblaw.com

38
39 **Carl Takei**

40 American Civil Liberties Union

41 National Prison Project

42 915 15th Street, N.W., 7th Fl.

43 Washington, DC 20005

44 202-393-4920

45 202-393-4931 (fax)

46 ctakei@aclu.org

47 **Counsel for Plaintiffs**

1 For and on behalf of Defendants:

2 EXECUTED this ___ day of _____, 2016.

3
4
5 Katherine J. Shinnors,
6 Trial Attorney, District Court Section
7 Office of Immigration Litigation
8 Civil Division
9 United States Department of Justice
10 P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

11 **Counsel for Defendants**

12 For and on behalf of Plaintiffs and the Class:

13 EXECUTED this 10th day of June, 2016.

14 Julia Harumi Mass
15 **Julia Harumi Mass, Esq.**
16 American Civil Liberties Union
17 of Northern California, Inc.
18 39 Drumm Street
19 San Francisco, CA 94111
20 415-621-2493
21 415-255-8437 (fax)
22 jmass@aclunc.org

23 Carl Takei
24 **Carl Takei**
25 American Civil Liberties Union
26 National Prison Project
27 915 15th Street, N.W., 7th Fl.
28 Washington, DC 20005
202-393-4920
202-393-4931 (fax)
ctakei@aclu.org
Counsel for Plaintiffs

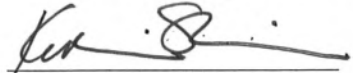
29 Robert P. Varian
30 **Robert P. Varian**
31 Orrick, Herrington & Sutcliffe LLP
32 405 Howard Street
33 San Francisco, CA 94105
34 415-773-5700
35 415-773-5759 (fax)
36 rvarian@orrick.com

37 Marc Van Der Hout
38 **Marc Van Der Hout**
39 Van Der Hout, Brigagliano
40 & Nightingale LLP
41 180 Sutter Street, Suite 500
42 San Francisco, CA 94101
43 415-981-3000
44 415-981-3003 (fax)
45 MV@vblaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

For and on behalf of Defendants:

EXECUTED this 13th day of June, 2016.



Katherine J. Shiners,
Trial Attorney, District Court Section
Office of Immigration Litigation
Civil Division
United States Department of Justice
P.O. Box 868, Ben Franklin Station Washington, D.C. 20044

Counsel for Defendants

For and on behalf of Plaintiffs and the Class:

EXECUTED this ___ day of _____, 2016.

Julia Harumi Mass, Esq.
American Civil Liberties Union
of Northern California, Inc.
39 Drumm Street
San Francisco, CA 94111
415-621-2493
415-255-8437 (fax)
jmass@aclunc.org

Robert P. Varian
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
415-773-5700
415-773-5759 (fax)
rvarian@orrick.com

Carl Takei
American Civil Liberties Union
National Prison Project
915 15th Street, N.W., 7th Fl.
Washington, DC 20005
202-393-4920
202-393-4931 (fax)
ctakei@aclu.org
Counsel for Plaintiffs

Marc Van Der Hout
Van Der Hout, Brigagliano
& Nightingale LLP
180 Sutter Street, Suite 500
San Francisco, CA 94101
415-981-3000
415-981-3003 (fax)
MV@vblaw.com

EXHIBIT A

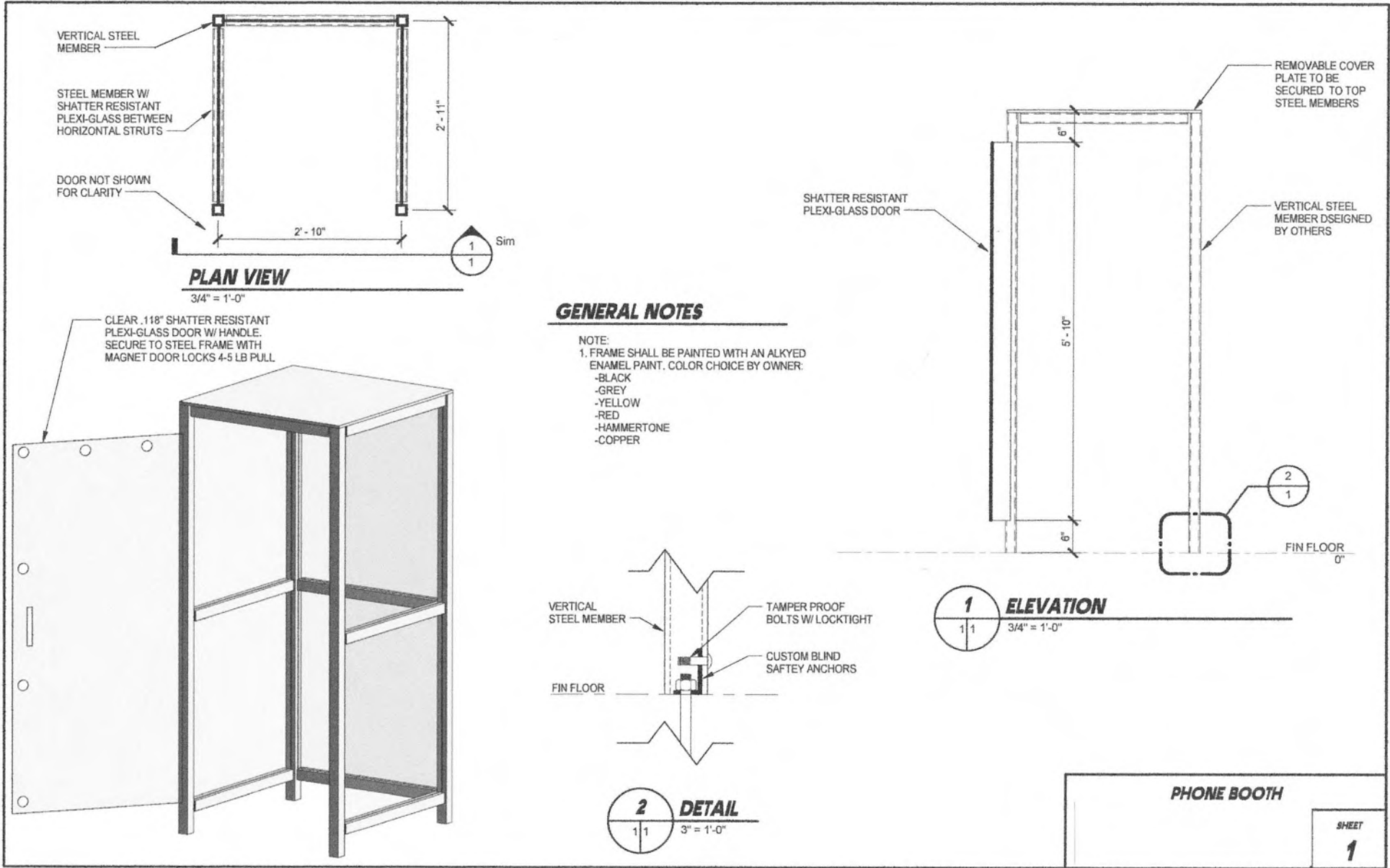


EXHIBIT B

**NOTICE OF PROPOSED SETTLEMENT REGARDING TELEPHONE ACCESS IN
IMMIGRATION DETENTION**

LYON, ET AL. V. U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT ET AL.,

Case No. 3:13-cv-05878-EMC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

TO: All current and future adult immigration detainees who are or will be held by ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County.

Purpose of this Notice

This notice has three purposes: 1) to tell you about the proposed settlement and the fairness hearing in this class-action lawsuit; 2) to tell you how to obtain more information, including a copy of the full proposed settlement agreement; and 3) to explain how you may object to the proposed settlement if you disagree with it.

Background on the Lawsuit

This class action lawsuit asserts that U.S. Immigration and Customs Enforcement (ICE) does not provide adequate telephone access for immigration detainees housed in Contra Costa West County Detention Facility, Yuba County Jail, Rio Cosumnes Correctional Center (RCCC), and Mesa Verde Detention Facility (collectively, the Facilities). Specifically, the lawsuit asserts that ICE is violating the statutory and constitutional rights of immigration detainees because the telephone access conditions in the Facilities: (1) prevent detainees from retaining and communicating effectively with lawyers, and (2) prevent detainees from gathering evidence to present in immigration-related proceedings. The lawsuit seeks changes to ICE and Facility policies; it does not ask for money damages.

Class Counsel (representing the interests of detainees in the Facilities) and ICE's attorneys have negotiated a settlement. The Court has given preliminary approval to this settlement, and the next step is for the Court to consider any comments and objections from class members. A hearing has been scheduled for _____, 2016, at _____.m. before the Honorable Edward M. Chen of the United States District Court for the Northern District of California in Courtroom 5 – 17th Floor at the San Francisco Courthouse, 450 Golden Gate Ave., San Francisco, California. At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will then either approve the settlement or order the parties to continue litigating.

Description of the Proposed Settlement Agreement

Below is a summary of the key points in the settlement agreement. To get a copy of the full agreement, see the section entitled "For Further Information" after this summary.

1. **There will be more ways to make legal calls from housing unit phones and new phone booths for privacy in housing units.**
 - a. **ICE will add speed-dials to make free, direct, unmonitored calls to more government offices and some attorneys from the housing unit phones.** ICE will set up more speed-dial numbers (similar to ICE's pro bono platform) that will connect without needing a live person to answer and accept the call, that will not be recorded or monitored, and that will be cost-free for the caller and recipient. These numbers will include police departments, probation departments, state and federal courts, and rehabilitation centers as well as attorneys who provide a mix of paid and pro bono immigration representation and have requested to be added to the platform.
 - b. **ICE will create a list of attorneys who can be called without needing a live person to answer.** ICE will allow attorneys (including those who only provide paid representation) to receive calls from the housing unit phones without needing a live person to answer the telephone. These calls will not be recorded or monitored.
 - c. **ICE will install phone booths in and around housing units for case-related telephone calls.** ICE has agreed to install a total of 40 phone booths that will be distributed among the four Facilities. These phone booths will operate like the housing unit phones, but with more privacy.
 - d. **ICE will ensure access to phone booths.** Except during count and lockdowns, detainees will be able to use phone booths any time during waking hours (including non-free time at Contra Costa). Detainees who are housed in places where they need staff to escort them to a phone booth, such as segregation, will receive access within two waking hours of making a request, absent extraordinary circumstances (which must be reported to ICE). For detainees in disciplinary segregation whose discipline includes limits on telephone access, these requirements apply only to personal or family emergencies, Legal Calls, or calls that are otherwise justified by a compelling need.
 - e. **ICE will extend automatic cut-offs for telephone calls.**
 - i. *Yuba:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes, and there will be no automatic cut-off in the Yuba phone room.
 - ii. *RCCC:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes.
 - iii. *All Facilities:* The automatic cut-off for calls from ICE's pro bono platform will be extended to 60 minutes.
 - iv. Based on demonstrated need in individual circumstances, ICE may impose time limits on telephone calls to ensure everyone has access.

2. **There will be more ways to make legal calls from private phone rooms.**
 - a. **Immigration detainees will be allowed to use private phone rooms for legal calls, including calls to non-attorneys.**
 - i. *In general:* These calls will not be recorded or monitored, and will not require a live person to answer. When connecting the call, Facility staff or ICE personnel can check the call recipient's name and ask if the call recipient agrees to speak to the caller, but cannot announce the detainee is calling from a jail or detention facility. If nobody answers, the caller will be able to leave voicemail messages and navigate automated answering systems that require dialing an extension.
 - ii. *Calls to attorneys:* Immigration detainees will be able to call attorneys from these phones for long calls or calls that need extra privacy. Also, attorneys may request calls be scheduled at particular times.
 - iii. *Calls to non-attorneys:* Immigration detainees will be able to call non-attorneys from these phones if the call is case-related (for example, to request a supportive letter or to get help obtaining documents) and the detainee has already tried and been unable to contact the person using a housing unit phone.
 - iv. *RCCC and Yuba:* A phone room, phone booth, or other enclosure will be added to meet this requirement at RCCC, which currently has no private phone room. Privacy will be improved in the Yuba phone room.
 - b. **Phone room calls will be generally limited to 30 minutes but immigration detainees can request longer calls.** However, in periods of high demand, ICE may limit call lengths to ensure everyone has access.
3. **On-site facilitators at each Facility will process telephone requests and provide timely access to phone rooms.** Calls will ordinarily be provided within 8 waking hours, and (except in extraordinary circumstances) always within 24 hours of a request.
4. **Each Facility will take and deliver non-confidential phone and/or email messages related to immigration detainees' immigration cases within 24 hours.**
5. **For detainees who cannot afford to pay for phone calls, ICE will provide extra phone room access or phone credit.** This will be available to detainees who have had less than \$15 on their commissary account for 10 consecutive days at the time of the request.
6. **ICE will make accommodations for international legal calls and three-way calling for legal calls.** There will be a system for requesting international legal calls even if international calls cannot be dialed from housing unit phones or phone rooms. Upon request and statement of a need, such as needing an interpreter to join a call, ICE will facilitate 3-way calls in the Facility (if possible) or at the nearest field office.

7. **ICE will assist people who do not read English or Spanish.** ICE will post a notice in 10 common written languages telling detainees to ask Facility staff for translations of telephone access materials and assistance with telephone access. On request, if local interpretation is not adequate or available, ICE will use a telephone-based “language line” interpreter to provide further explanations. Additionally, if a detainee is trying to call a person who does not speak English and cannot understand the automatic prompts to accept a call, the detainee can use the Phone Room to call that person for case-related calls.
8. **ICE will require training of all local ICE officers with duties related to detention and Facility staff whose duties include supervising detainees or providing telephone access.** ICE will also add detail to the inspection forms it uses in detention facilities across the country to evaluate compliance with detention standards regarding privacy for legal calls, timeliness in responding to telephone requests, availability of message delivery systems, availability of translation and interpretation services, and access to telephones for detainees in segregation.
9. **Five Year Agreement.** ICE will have one year after the Court finally approves the Settlement to make the required changes. The Settlement will be in effect for four years after that. During this time, ICE must provide information to Class Counsel to monitor and enforce the Settlement, including providing various documents and allowing Class Counsel to visit the Facilities to interview detainees.
10. **The Court can enforce the agreement if there are any violations.** The Court will retain jurisdiction over the case to enforce the terms of the Settlement Agreement.
11. **Attorneys’ fees and costs.** The Government will pay \$405,000 to Class Counsel in settlement of all claims for fees and expenses. See below for how to obtain more information about the attorneys’ fees settlement.
12. **Release of claims.** Class Members will release the government from all claims for declaratory or injunctive relief that were brought on behalf of Class Members based on the facts and circumstances alleged in the lawsuit.

For further information:

THIS IS A SUMMARY OF THE AGREEMENT. TO UNDERSTAND IT FULLY, YOU SHOULD READ THE ENTIRE AGREEMENT. You can get copies of the final settlement agreement, Class Counsel’s motion seeking the Court’s approval of the attorneys’ fees provision of the settlement, and copies of this Notice from: 1) Visiting ICE agents; 2) ICE’s website (www.ice.gov); 3) the ACLU of Northern California website (www.aclunc.org/our-work/legal-docket/lyon-v-ice-telephone-access-immigration-detainees); 4) by calling Class Counsel by using speed dial number #9160 through ICE’s pro bono call platform or by calling (415) 621-2493, ext. 329; 5) the

electronic docket in this case (Case No. 13-cv-05878 EMC), available at <https://ecf.cand.uscourts.gov>; or 6) by writing to Class Counsel at the address listed below:

Class Counsel
Lyon v. ICE Class Action Settlement
c/o ACLU Foundation of Northern California
39 Drumm Street
San Francisco, CA 94111

If calling or writing to Class Counsel, please indicate in your message or letter what you are asking for (a copy of the settlement agreement, the attorneys' fee motion, or the Notice), your name, and how to get in touch with you. If you are in custody, say the detention center where you are currently in custody. If you are out of custody, please provide your address and telephone number.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

Procedures for Objecting to the Proposed Settlement:

You can ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or deny the settlement. If the Court denies approval, the settlement provisions will not be implemented and the lawsuit will continue. If that is what you want to happen, you must object.

If you object to the proposed settlement, you should do it in writing and must submit the written objection to the Court. Attached to this notice is a sample objection form that you may use to file a written objection. You can request additional copies of this form from ICE agents that visit your detention facility. If you file an objection, you may also choose to appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney if required.

All written objections and supporting papers must:

- (a) Clearly identify the case name and number (*Lyon v. ICE*, Case No. 13-cv-05878 EMC);
- (b) Provide: (i) the Class Member's full name and current detention facility or address, (ii) a signed declaration that the Class Member is a member of the Class, (iii) the specific grounds for the objection, (iv) all documents or writings the Class Member wants the Court to consider, and (v) whether the Class Member intends to appear at the Fairness Hearing.
- (c) Be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing them in person at any location of the United States District Court for the Northern District of California;
- (d) **Be filed or postmarked on or before _____, 2016.**

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

AUDLEY BARRINGTON LYON, JR., et al.,)	Case No. 3:13-cv-05878-EMC
<i>Plaintiffs,</i>)	
v.)	
UNITED STATES IMMIGRATION AND)	OBJECTION TO PROPOSED
CUSTOMS ENFORCEMENT, et al.,)	SETTLEMENT
<i>Defendants.</i>)	Hon. Edward. M. Chen
_____)	

To the Honorable Court:

I believe I am a Class Member because I am currently detained by ICE at (check one):

- West County Detention Facility in Contra Costa County
- Yuba County Jail in Yuba County
- Rio Cosumnes Correctional Center in Sacramento County
- Mesa Verde Detention Facility in Kern County

I object to the proposed settlement because: _____

_____ [attach additional sheets if necessary]

I intend to appear at the Court for the Fairness Hearing: Yes No

My signature verifies that everything I have stated above is true.

Dated: _____

Signature: _____
Name: _____
"A number": _____
Address: _____

EXHIBIT C

1 ROBERT P. VARIAN (SBN 107459)
CHARLES J. HA (*pro hac vice*)
2 ALEXIS YEE-GARCIA (SBN 277204)
ORRICK, HERRINGTON & SUTCLIFFE LLP
3 The Orrick Building
405 Howard Street
4 San Francisco, California 94105-2669
Telephone: (415) 773-5700
5 Facsimile: (415) 773-5759
Email: rvarian@orrick.com
6

7 AMERICAN CIVIL LIBERTIES UNION
FOUNDATION OF NORTHERN CALIFORNIA
8 JULIA HARUMI MASS (SBN 189649)
ANGELICA SALCEDA (SBN 296152)
CHRISTINE P. SUN (SBN 218701)
9 MICHAEL T. RISHER (SBN 191627)
39 Drumm Street
10 San Francisco, CA 94111
Telephone: (415) 621-2493
11 Facsimile: (415) 255-8437
Email: jmass@aclunc.org
12 Attorneys for Plaintiffs

13 [Additional Counsel appear on following page]

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 AUDLEY BARRINGTON LYON, JR., et al.,
on behalf of themselves and all others similarly
18 situated,

19 Plaintiffs,

20 v.

21 UNITED STATES IMMIGRATION AND
22 CUSTOMS ENFORCEMENT, et al.,

23 Defendants.

Case No.: 13-cv-05878-EMC

**FINAL ORDER APPROVING
SETTLEMENT AND DISMISSING
CASE**

Hon. Edward M. Chen

1 AMERICAN CIVIL LIBERTIES UNION
2 NATIONAL PRISON PROJECT
3 CARL TAKEI (SBN 256229)
4 915 15th Street N.W., 7th Floor
5 Washington, DC 20005
6 Telephone: (202) 393-4930
7 Facsimile: (202) 393-4931
8 Email: ctakei@aclu.org

9 VAN DER HOUT, BRIGAGLIANO, & NIGHTINGALE, LLP
10 MARC VAN DER HOUT (SBN 80778)
11 MEGAN SALLOMI (SBN 300580)
12 180 Sutter Street, Suite 500
13 San Francisco, CA 94104
14 Telephone: (415) 981-3000
15 Facsimile: (415) 981-3003
16 Email: msal@vblaw.com

17 Attorneys for Plaintiffs
18
19
20
21
22
23
24
25
26
27
28

1 WHEREAS Plaintiffs Audley Barrington Lyon, Jr., José Elizandro Astorga-Cervantes,
2 and Nancy Neria-Garcia, on behalf of themselves and all class members (collectively, “Plaintiff
3 Class”), by and through their counsel of record, have asserted claims for declaratory and
4 injunctive relief against Defendants U.S. Immigration and Customs Enforcement (“ICE”); Sarah
5 Saldaña in her official capacity as Director of ICE; the U.S. Department of Homeland Security;
6 Jeh Johnson in his official capacity as Secretary of Homeland Security, and Adrian Macias in his
7 official capacity as Acting Field Office Director for ICE’s San Francisco Field Office
8 (collectively “Defendants”), alleging violations of the Immigration and Nationality Act, 8 U.S.C.
9 § 1101 *et seq.* and the First and Fifth Amendments to the U.S. Constitution; and

10 WHEREAS on April 16, 2014, the Court certified a class of “[a]ll current and future
11 immigration detainees who are or will be held by ICE in in Contra Costa, Sacramento, and Yuba
12 Counties” (ECF No. 31);

13 WHEREAS on July 27, 2015, the Court granted Plaintiffs’ motion to modify the certified
14 class to include “[a]ll current and future adult immigration detainees who are or will be held by
15 ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County” (“Plaintiff
16 Class”) (ECF No. 98);

17 WHEREAS on March 18, 2016, the Court granted in part and denied in part Defendants’
18 motion for summary judgment and denied Plaintiffs’ motion for summary judgment (ECF No.
19 167);

20 WHEREAS the Court found that Plaintiffs’ Counsel are adequate to represent the Plaintiff
21 Class under Federal Rule of Civil Procedure 23(g)(1) and (4), and appointed Plaintiffs’ Counsel
22 as Class Counsel under Rule 23(g) in an Order dated _____, 2016; and

23 WHEREAS the Plaintiff Class and Defendants entered into a settlement of the above-
24 captioned matter (“Settlement”) and executed a Settlement Agreement and Release (“Settlement
25 Agreement”), which has been filed with the Court; and

26 WHEREAS the Court preliminarily approved the Settlement in an Order dated
27 _____, 2016; and

28

1 WHEREAS the Court held a hearing on _____, 2016, where the Court found the
2 Settlement reasonable and fair; and

3 WHEREAS it appears notice of the Settlement has been adequately provided to the Class
4 as provided for by the Court's Order Granting Preliminary Approval; and

5 WHEREAS the Plaintiff Class has filed with the Court a Motion for Final Approval of the
6 Settlement, together with supporting documents; and

7 WHEREAS the Court held a hearing on _____, 2016 to
8 consider the final approval of the Settlement, and any objections to the foregoing filed before or at
9 the time of the hearing;

10 WHEREAS the Court has considered the Settlement between the Plaintiff Class and the
11 Defendants, and the pleadings and documents submitted in connection with the parties' request
12 for final approval of the Settlement, and good cause appearing therefore,

13 **WHEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court has jurisdiction over the subject matter of this action. The Court has
15 personal jurisdiction over the Plaintiff Class (as defined in the Court's orders granting Plaintiffs'
16 motions for class certification and for modification of the class certification order, ECF Nos. 31
17 and 98) and Defendants.

18 2. Under Federal Rule of Civil Procedure 23(e), the Settlement as set forth in the
19 Settlement Agreement is approved as fair, reasonable, adequate, and in the best interests of the
20 Plaintiff Class. The Court finds that the Settlement appears to have resulted from arm's length
21 negotiations by and among counsel for the parties who were reasonably skilled and prepared and
22 who represented the best interests of their respective clients in negotiating the Settlement. The
23 settlement negotiations that led to the Settlement took place in mediations sessions supervised by
24 Magistrate Judge Donna Ryu, with assistance from Magistrate Judge Laurel Beeler. This provides
25 the Court with further assurance that the negotiations leading to the Settlement were good faith,
26 arm's length negotiations, based on a sufficiently developed record, and which appropriately
27 considered the risks of trial, the potential resolution, and all other relevant factors leading to
28 Settlement.

1 3. The Court further finds that the settlement of attorneys' fees and costs in Section
2 XI of the Settlement Agreement was the result of arm's length and good faith negotiations
3 supervised by Magistrate Judges Ryu and Beeler. The attorney's fees and costs provision appears
4 to have taken into consideration the right of Plaintiffs to seek an award of fees that would be
5 substantially higher than the amount agreed to, the risks of trial, and all other relevant factors. The
6 Court therefore approves the award of the Attorneys' Fee Settlement Amount contained in the
7 Settlement Agreement and orders that that the Attorneys' Fee Settlement Amount be paid in
8 accordance with the Settlement Agreement.

9 4. The Court further finds the Notice to the Class was reasonably calculated to
10 apprise the Class of the pendency of this action and all material elements of the proposed
11 settlement, constituted the best notice practicable under the circumstances, and constituted due and
12 sufficient notice.

13 5. This Final Order adopts and incorporates herein by reference in its entirety the
14 Settlement Agreement submitted as Exhibit 1 to the Declaration of Julia Harumi Mass, filed with
15 Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement (ECF No.
16 ____). The parties are directed to implement the Settlement Agreement in accordance with its terms
17 and provisions.

18 6. In accordance with Section XII.A of the Settlement Agreement, this action is
19 hereby dismissed with prejudice. Without in any way affecting the finality of this Final Order, this
20 Court retains jurisdiction for the purpose of enforcing the Settlement Agreement and as to all
21 matters relating to the interpretation and enforcement of the Settlement Agreement.

22 7. The Court finds this Final Order adjudicates all of the claims, rights, and liabilities
23 of the Parties to the Settlement, and is intended to be a final judgment within the meaning of Rule
24 54 of the Federal Rules of Civil Procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Dated _____

Hon. Edward M. Chen
U.S. District Court Judge

EXHIBIT D

**NOTICE OF FINAL SETTLEMENT REGARDING TELEPHONE ACCESS IN
IMMIGRATION DETENTION**

LYON, ET AL. V. U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT ET AL.,

Case No. 3:13-cv-05878-EMC

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

TO: All current and future adult immigration detainees who are or will be held by ICE in Contra Costa County, Kern County, Sacramento County, or Yuba County.

You are hereby notified that on _____, 2016, the Honorable Edward M. Chen of the United States District Court for the Northern District of California approved a settlement of the claims that were brought on your behalf in this lawsuit.

Background on the Lawsuit

This class action lawsuit asserted that U.S. Immigration and Customs Enforcement (ICE) does not provide adequate telephone access for immigration detainees housed in Contra Costa West County Detention Facility, Yuba County Jail, Rio Cosumnes Correctional Center (RCCC), and Mesa Verde Detention Facility (collectively, the Facilities). Specifically, the lawsuit asserted that ICE is violating the statutory and constitutional rights of immigration detainees because the telephone access conditions in the Facilities: (1) prevent detainees from retaining and communicating effectively with lawyers, and (2) prevent detainees from gathering evidence to present in immigration-related proceedings. The parties reached a settlement that the Court has approved.

Description of the Settlement Agreement

Below is a summary of the key points in the settlement agreement. To get a copy of the full agreement, see the section entitled “For Further Information” after this summary.

1. **There will be more ways to make legal calls from housing unit phones and new phone booths for privacy in housing units.**
 - a. **ICE will add speed-dials to make free, direct, unmonitored calls to more government offices and some attorneys from the housing unit phones.** ICE will set up more speed-dial numbers (similar to ICE’s pro bono platform) that will connect without needing a live person to answer and accept the call, that will not be recorded or monitored, and that will be cost-free for the caller and recipient. These numbers will include police departments, probation departments, state and federal courts, and rehabilitation centers as well as attorneys who provide a mix of paid and pro bono immigration representation and have requested to be added to the platform.

- b. **ICE will create a list of attorneys who can be called without needing a live person to answer.** ICE will allow attorneys (including those who only provide paid representation) to receive calls from the housing unit phones without needing a live person to answer the telephone. These calls will not be recorded or monitored.
- c. **ICE will install phone booths in and around housing units for case-related telephone calls.** ICE has agreed to install a total of 40 phone booths that will be distributed among the four Facilities. These phone booths will operate like the housing unit phones, but with more privacy.
- d. **ICE will ensure access to phone booths.** Except during count and lockdowns, detainees will be able to use phone booths any time during waking hours (including non-free time at Contra Costa). Detainees who are housed in places where they need staff to escort them to a phone booth, such as segregation, will receive access within two waking hours of making a request, absent extraordinary circumstances (which must be reported to ICE). For detainees in disciplinary segregation whose discipline includes limits on telephone access, these requirements apply only to personal or family emergencies, Legal Calls, or calls that are otherwise justified by a compelling need.
- e. **ICE will extend automatic cut-offs for telephone calls.**
 - i. *Yuba:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes, and there will be no automatic cut-off in the Yuba phone room.
 - ii. *RCCC:* Cut-offs for the housing unit phones will be extended from 20 minutes to 40 minutes.
 - iii. *All Facilities:* The automatic cut-off for calls from ICE's pro bono platform will be extended to 60 minutes.
 - iv. Based on demonstrated need in individual circumstances, ICE may impose time limits on telephone calls to ensure everyone has access.

2. **There will be more ways to make legal calls from private phone rooms.**

- a. **Immigration detainees will be allowed to use private phone rooms for legal calls, including calls to non-attorneys.**
 - i. *In general:* These calls will not be recorded or monitored, and will not require a live person to answer. When connecting the call, Facility staff or ICE personnel can check the call recipient's name and ask if the call recipient agrees to speak to the caller, but cannot announce the detainee is calling from a jail or detention facility. If nobody answers, the caller will be able to leave voicemail messages and navigate automated answering systems that require dialing an extension.

- ii. *Calls to attorneys*: Immigration detainees will be able to call attorneys from these phones for long calls or calls that need extra privacy. Also, attorneys may request calls be scheduled at particular times.
 - iii. *Calls to non-attorneys*: Immigration detainees will be able to call non-attorneys from these phones if the call is case-related (for example, to request a supportive letter or to get help obtaining documents) and the detainee has already tried and been unable to contact the person using a housing unit phone.
 - iv. *RCCC and Yuba*: A phone room, phone booth, or other enclosure will be added to meet this requirement at RCCC, which currently has no private phone room. Privacy will be improved in the Yuba phone room.
 - b. **Phone room calls will be generally limited to 30 minutes but immigration detainees can request longer calls.** However, in periods of high demand, ICE may limit call lengths to ensure everyone has access.
3. **On-site facilitators at each Facility will process telephone requests and provide timely access to phone rooms.** Calls will ordinarily be provided within 8 waking hours, and (except in extraordinary circumstances) always within 24 hours of a request.
 4. **Each Facility will take and deliver non-confidential phone and/or email messages related to immigration detainees' immigration cases within 24 hours.**
 5. **For detainees who cannot afford to pay for phone calls, ICE will provide extra phone room access or phone credit.** This will be available to detainees who have had less than \$15 on their commissary account for 10 consecutive days at the time of the request.
 6. **ICE will make accommodations for international legal calls and three-way calling for legal calls.** There will be a system for requesting international legal calls even if international calls cannot be dialed from housing unit phones or phone rooms. Upon request and statement of a need, such as needing an interpreter to join a call, ICE will facilitate 3-way calls in the Facility (if possible) or at the nearest field office.
 7. **ICE will assist people who do not read English or Spanish.** ICE will post a notice in 10 common written languages telling detainees to ask Facility staff for translations of telephone access materials and assistance with telephone access. On request, if local interpretation is not adequate or available, ICE will use a telephone-based "language line" interpreter to provide further explanations. Additionally, if a detainee is trying to call a person who does not speak English and cannot understand the automatic prompts to accept a call, the detainee can use the Phone Room to call that person for case-related calls.
 8. **ICE will require training of all local ICE officers with duties related to detention and Facility staff whose duties include supervising detainees or providing telephone access.** ICE will also add detail to the inspection forms it uses in detention facilities across

the country to evaluate compliance with detention standards regarding privacy for legal calls, timeliness in responding to telephone requests, availability of message delivery systems, availability of translation and interpretation services, and access to telephones for detainees in segregation.

9. **Five Year Agreement.** ICE will have one year after the Court approved the Settlement to make the required changes. The Settlement will be in effect for four years after that. During this time, ICE must provide information to Class Counsel to monitor and enforce the Settlement, including providing various documents and allowing Class Counsel to visit the Facilities to interview detainees.
10. **The Court can enforce the agreement if there are any violations.** The Court will retain jurisdiction over the case to enforce the terms of the Settlement Agreement.
11. **Attorneys' fees and costs.** The Government will pay \$405,000 to Class Counsel in settlement of all claims for fees and expenses. See below for how to obtain more information about the attorneys' fees settlement.
12. **Release of claims.** Class Members will release the government from all claims for declaratory or injunctive relief that were brought on behalf of Class Members based on the facts and circumstances alleged in the lawsuit.

For further information:

THIS IS A SUMMARY OF THE AGREEMENT. TO UNDERSTAND IT FULLY, YOU SHOULD READ THE ENTIRE AGREEMENT. You can get copies of the final settlement agreement from: 1) Visiting ICE agents, 2) ICE's website (www.ice.gov); 3) the ACLU of Northern California website (www.aclunc.org/our-work/legal-docket/lyon-v-ice-telephone-access-immigration-detainees); 4) by calling Class Counsel by using speed dial number #9160 through ICE's pro bono call platform or by calling (415) 621-2493, ext. 329; or 5) by writing to Class Counsel at the address listed below:

Class Counsel
Lyon v. ICE Class Action Settlement
c/o ACLU Foundation of Northern California
39 Drumm Street
San Francisco, CA 94111

If calling or writing to Class Counsel, please indicate in your message or letter that you are asking for a copy of the settlement agreement, the name of the case (*Lyon v. ICE*), your name, and how to get in touch with you. If you are in custody, say the detention center where you are currently in custody. If you are out of custody, please provide your address and telephone number.

**AGREEMENT REGARDING PROCEDURES FOR NOTIFYING
AND REOPENING CASES OF *FRANCO* CLASS MEMBERS WHO
HAVE RECEIVED FINAL ORDERS OF REMOVAL**

This Agreement is entered into by all Plaintiffs and all Defendants in this class action lawsuit (collectively, “the Parties”). Plaintiffs are individuals who are, or were during the relevant period, detained in the custody of U.S. Immigration and Customs Enforcement (“ICE”) in Arizona, California, or Washington, who have serious mental disorders, and who lack or lacked counsel in their immigration proceedings. Defendants are Eric H. Holder, United States Attorney General, Juan Osuna, Director of the Executive Office for Immigration Review (“EOIR”), Jeh Johnson, Secretary of Homeland Security, Thomas S. Winkowski, Acting Director of U.S. Immigration and Customs Enforcement (“ICE”), and David Jennings, Field Office Director for the Los Angeles District of ICE.

RECITALS

WHEREAS, on March 26, 2010, Plaintiff Jose Antonio Franco-Gonzalez filed a petition for writ of habeas corpus in the United States District Court for the Central District of California, *Franco-Gonzalez, et al. v. Holder, et al.*, 10-CV-02211-DMG (DTBx) (C.D. Cal.), alleging violations of the Immigration and Nationality Act, Section 504 of the Rehabilitation Act, and the Fifth Amendment to the U.S. Constitution;

WHEREAS, on November 2, 2010, Plaintiffs filed a first amended class action complaint, alleging that Defendants unlawfully require individuals detained for immigration proceedings in California, Arizona, and Washington, who are incompetent by reason of their mental disabilities, to represent themselves in their

immigration proceedings, in violation of the Immigration and Nationality Act, Section 504 of the Rehabilitation Act, and the Fifth Amendment to the U.S. Constitution;

WHEREAS, on November 21, 2011, the Court granted Plaintiffs' motion for class certification and certified the Main Class and two Sub-Classes in this case, Dkt. 348, which are described as follows:

Plaintiff (or "Main") Class: All individuals who are or will be in DHS custody for immigration proceedings in California, Arizona, and Washington who have been identified by or to medical personnel, DHS, or an Immigration Judge, as having a serious mental disorder or defect that may render them incompetent to represent themselves in immigration proceedings, and who presently lack counsel in their immigration proceedings.

Sub-Class 1: Individuals in the above-named Plaintiff Class who have a serious mental disorder or defect that renders them incompetent to represent themselves in immigration proceedings.

Sub-Class 2: Individuals in the above-named Plaintiff Class who have been detained for more than six months.

Dkt. 786, Implementation Plan Order at 24;

WHEREAS, on April 23, 2013, the Court granted in part and denied in part Plaintiffs' motion for partial summary judgment, and held that:

- (1) Section 504 of the Rehabilitation Act requires Defendants to provide Qualified Representatives to represent Sub-Class One members in all aspects of their removal and detention proceedings ("Count Four"), and
- (2) the [Immigration and Nationality Act] requires the provision of a custody redetermination hearing for individuals in Sub-Class Two who have been

detained for a prolonged period of time greater than 180 days (“Count Eight”).

Dkt. 592 at 34;

WHEREAS, on April 23, 2013, the Court entered partial judgment and a permanent injunction against Defendants, in accordance with its summary judgment order, and further ordered that:

Defendants shall submit to the Court a plan and status report describing the steps taken to implement this Order and Judgment and future plans for implementation, including (1) identification of current and future class members and Sub-Class members, (2) provision of Qualified Representatives for Sub-Class One members, and (3) provision of timely bond hearings as required by this Order,

Dkt. 593 at 4;

WHEREAS, on December 11, 2013, the Parties stipulated to clarify that the term “serious mental disorder or defect” in the class definition referred to individuals for whom certain specified diagnostic, medical or other criteria were met, *see* Dkt. 673 at 2-3;

WHEREAS, the Parties subsequently engaged in settlement discussions to negotiate the terms of the Implementation Plan Order, including whether a remedy should be afforded to individuals identified as *Franco* Class members while they were in ICE custody, but who, while this case was pending, were ordered removed from the United States;

WHEREAS, on October 16, 2013, the Court appointed a Special Master to resolve the Parties’ outstanding disputes as to the terms of the Implementation Plan Order, including their dispute as to the remedy that should be afforded to *Franco* Class members who were ordered removed from the United States while this case was pending, Dkt. 662;

WHEREAS, the Parties submitted briefing to the Special Master on this dispute, including the Parties' respective proposals as to the remedy that should be afforded to Class members who were ordered removed from the United States while this case was pending;

WHEREAS, on March 12, 2014, the Special Master issued his Report, which stated, *inter alia*, that these former Class members were entitled to a remedy under the Injunction, but recommending, in substantial part, that the Court adopt Defendants' proposal as to what remedy should be ordered, Dkt. 709 at 27-37;

WHEREAS, the parties submitted their respective objections to the Special Master's Report to the Court;

WHEREAS, Plaintiffs believe that the Class members who were ordered removed from the United States while this case was pending are entitled to a remedy under the Court's Permanent Injunction, and that the procedures set forth in the proposal they submitted to the Special Master comprise a reasonable and appropriate form of relief for the removed Class members, but, taking into account the extensive burdens and expense of litigation, including the risks and uncertainties associated with requesting a ruling from the Court on this matter, Plaintiffs' counsel have concluded that the Agreement provides substantial benefits to these *Franco* Class members, and is fair, reasonable, adequate, and in the best interests of Plaintiffs and these Class members;

WHEREAS, Defendants believe that these Class members are not entitled to any remedy under the Court's Permanent Injunction, and that even assuming they are, the proposal Defendants submitted to the Special Master is a reasonable and appropriate one, but Defendants also have taken into account the uncertainty, risk, delay and costs inherent in litigation and agreed to enter into the Agreement to avoid any further litigation expenses and inconvenience, and to remove the distraction of burdensome and protracted litigation;

NOW, THEREFORE, in full settlement of the Parties' dispute as to the proper remedy that should be afforded to individuals identified as *Franco* Class members, and who were subsequently ordered removed, the Reopening Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that:

(a) upon approval of the Court after the hearing(s) provided for in the Reopening Settlement Agreement, the claims of the Removal Order Class Members, as defined in Section I.B, *infra*, to relief under the Permanent Injunction shall be settled and compromised as between Plaintiffs and Defendants; and

(b) upon Court approval of the Agreement, the [Proposed] Order Approving Settlement, substantially in the form attached as Exhibit A hereto, shall be entered dismissing the claims of the Removal Order Class Members in this case, all on the following terms and conditions:

TERMS

I. Definitions. For purposes of this Agreement, these terms are defined as follows:

A. "Class Members" are defined as those individuals in the Main Class, Sub-Class One and Sub-Class Two (as described in Dkt. 786, Implementation Plan Order at 24).

B. "Removal Order Class Members" are defined as individuals who:

- (i) received a final order of removal during the relevant period in Section I.C or I.D, *infra*;
- (ii) were identified by Plaintiffs as specified in Section VI.C-D, *infra*, by the Parties as specified in Section VI.E, *infra*, or by

Defendants on lists exchanged pursuant to the Court's order at Dkt. 360; and

(iii) meet the criteria in *either* (1) or (2) below:

(1) remained detained and unrepresented when they received orders of removal before an Immigration Judge without one of the following: (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, *see* Dkt. 663-4; *or*

(2) were released from detention following an Immigration Judge's determination that they were not competent to represent themselves (*i.e.*, "Released Sub-Class One Members") and remained unrepresented when they received orders of removal before an Immigration Judge.¹

C. "Post-Injunction Removal Order Class Members" are defined as all Removal Order Class Members who had final orders of removal entered in their proceedings on or after April 23, 2013, the date of the Court's order granting partial summary judgment and a permanent injunction for Plaintiffs, Dkts. 592, 593, and before the Implementation Plan Effective Date, as defined in Section I.K, *infra*.

D. "Pre-Injunction Removal Order Class Members" are defined as Removal Order Class Members who had final orders of removal entered in their proceedings on or after November 21, 2011, but before April 23, 2013.

¹ Pursuant to Section XVIII, *infra*, other Class Members who were released from detention prior to receiving a final order of removal in their immigration proceedings remain entitled to pursue reopening of their immigration proceedings pursuant to the regular motion to reopen procedures already available under the immigration statutes and regulations.

- E. “Private Agreement Removal Order Class Members” are defined as Removal Order Class Members, whether Post-Injunction or Pre-Injunction, whom the parties have agreed should be eligible for the joint motion to reopen procedures described in Section VIII, *infra*.
- F. “Approval Hearing” shall mean and refer to the hearing by this Court to determine whether this Agreement should be approved in accordance with the relevant legal standards.
- G. “Class Notices” shall mean and refer to the notices attached hereto at Exhibit B (the Summary Class Notice), C (the Detention Facility Summary Notice), D (the Joint Motion Notice and Instructions) and E (the Unilateral Motion Notice and Instructions).
- H. “Notice Date” shall mean and refer to the date forty-five (45) days after the “Identification Deadline,” as defined in Section I.L, *infra*, which is the last date by which the “Class Notices” as defined in Section I.G, *supra*, must be initially provided.
- I. “Notice Program” shall refer to the notice procedures described in Section III, *infra*.
- J. “Parties” are defined as the Plaintiffs and Defendants in this Action.
- K. “Implementation Plan Effective Date” is defined as the date ninety (90) days after the Court enters the Implementation Plan Order in this case (absent an extension granted by the Court or agreed to by the Parties).
- L. “Identification Deadline” is defined as the date ninety (90) days after the Court grants Preliminary Approval of this Agreement (absent an extension granted by the Court or agreed to by the Parties).
- M. “Reopening Agreement,” “Reopening Settlement Agreement,” or “Agreement” are defined as this agreement, together with all of its attachments.

II. Preliminary Approval. Within three (3) court days after execution of the Reopening Agreement, the Parties shall file the Reopening Agreement with the Court to seek preliminary approval and shall jointly move the Court for entry of an order, substantially in the form of Exhibit A hereto, which by its terms shall:

- A. Determine, preliminarily, that the Reopening Settlement Agreement and its terms fall within the range of reasonableness, merits possible approval, and that Notice of the Agreement should be provided to the Class Members and to the Removal Order Class Members;
- B. Approve the proposed Class Notices and Notice Program;
- C. Determine that there are no rights to “opt-out” of the Reopening Settlement Agreement and that the proposal would bind Class Members and Removal Order Class Members;
- D. Schedule the Approval Hearing to consider the fairness, reasonableness and adequacy of the Reopening Settlement Agreement;
- E. Direct the Parties or their designee(s) to cause the Class Notice to be disseminated in the manner set forth in the Notice Program on or before the Notice Date;
- F. Determine that the Class Notice and the Notice Program: (i) meets the requirements of Rule 23(e)(1) and due process; (ii) is the best practicable notice under the circumstances; (iii) is reasonably calculated, under the circumstances, to apprise the Class, Sub-Classes and Removal Order Class Members of their right to object to the proposed Settlement; and (iv) is reasonable and constitutes due, adequate, and sufficient notice to all those entitled to receive notice.
- G. Require any Class Member or Removal Order Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement to submit his or her objection (“Objection”) to the Court in writing, via

regular mail on or before the Objection Date, with copies to counsel for the parties. Such Objection shall include a statement of his or her objection, as well as the specific reason, if any, for each objection, including any legal support the Class Member or Removal Order Class Member wishes to bring to the Court's attention and any evidence the Class Member or Removal Order Class Member wishes to introduce in support of his or her objection, and to state whether the Class Member and/or his or her counsel wishes to make an appearance at the Approval Hearing, or be barred from separately objecting;

H. Establish the following:

- a. The date and time of the Approval Hearing.
- b. The Notice Date: The Parties propose that the Notice Date be sixty (60) days before the Approval Hearing.
- c. The Objection Date: The Parties propose that the objection date be twenty-one (21) days before the Approval Hearing.

III. Notice Program. The parties will propose to the Court that the Class Notice shall be given to the Class Members and Removal Order Class Members via the following means:

- A. The publication of the Summary Class Notice shall be distributed by:
 - a. Defendants sending the Summary Class Notice to all Removal Order Class Members via U.S. Mail at the Removal Order Class Members' last known address (if any) associated with their removal case recorded within ICE's ENFORCE Alien Removal Module (EARM), whether inside or outside the United States;²

² All mailed Notices shall include the Spanish translations provided by Plaintiffs and agreed to by the Parties.

- b. Defendants providing the Summary Class Notice to all Legal Orientation Providers with offices in California, Arizona, and Washington;
 - c. Defendants posting the Summary Class Notice in a reasonably accessible location on a website controlled by Defendants;
 - d. Plaintiffs posting the Summary Class Notice on the websites of the ACLU Immigrants' Rights Project, ACLU of Southern California, the ACLU of San Diego and Imperial Counties, the ACLU of Arizona, Northwest Immigrant Rights Project, and Public Counsel, in accessible formats in English and Spanish;
- B. The Detention Facility Summary Notice shall be posted by Defendants at all immigration detention facilities³ in California, Arizona, and Washington, in areas prominently visible to immigration detainees, and accessible in English and Spanish;
- C. The Joint Motion Notice and Instructions shall be provided by:
- a. Defendants distributing the Joint Motion Notice and Instructions and accompanying request letter template via U.S Mail, as specified in Section IX, in accordance with its terms; and
 - b. Defendants posting the Joint Motion Notice and Instructions and accompanying request letter template on the ICE and EOIR websites in a reasonably accessible location, accessible in English and Spanish.
- D. The Unilateral Motion Notice and Instructions shall be provided by:

³ The term "immigration detention facilities" shall mean and refer to facilities used by, contracted with, or acting on behalf of ICE to hold detainees for more than 72 hours. *See* Dkt. 786 at 1 n.1.

- a. Defendants providing the Unilateral Motion Notice and Instructions and cover letter to all Pre-Injunction Removal Order Class Members via U.S. Mail to their last known address (if any) as specified in Section XI, *infra*; and
 - b. Defendants posting the Unilateral Motion Notice and Instructions and accompanying cover letter on the ICE and EOIR websites in a reasonably accessible location, accessible in English and Spanish.
- E. Notice will be posted and distributed by the Notice Date. When sending notice via U.S. Mail to each Removal Order Class Member pursuant to the Reopening Settlement Agreement, Defendants shall send the Summary Class Notice together with either the Joint Motion Notice and Instructions or the Unilateral Motion Notice and Instructions, depending on which set of notice/instructions is applicable to the Removal Order Class Member.
- F. Any notices posted on websites or in immigration detention facilities shall remain posted for no less than sixty (60) days. The Parties will advise the Court as part of the motion for Final Approval confirming that notice has been issued according to this Section.
- G. The Parties will make best efforts to agree to amend the Class Notice and notice procedures as required by the Court in order to obtain Court approval and adoption of the terms of this Agreement in a final order in this case.

IV. Final Approval. Except for the Parties' duties that precede and continue through any final approval by the Court, this Agreement is subject to and conditioned upon the issuance by the Court of an order finally approving the settlement contained herein in accordance with the relevant legal standards. In the event that the Court preliminarily or finally refuses approval based upon an

objection, whether filed by a Class Member or Removal Order Class Member or raised by the Court, the Parties shall use their best efforts to address such objection in a manner designed to accomplish implementation of the Reopening Settlement Agreement.

V. Cooperation. The Parties shall use their best efforts to obtain an Approval Hearing Date set by the Court by no later than 195 days after the Court grants Preliminary Approval of the Settlement, and to proceed with the Approval Hearing on that date. The Parties acknowledge that each intends to implement the terms of the Reopening Settlement Agreement upon its execution. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps in order to accomplish all required events on the schedule set by the Court, and shall use their best efforts to implement all terms and conditions of the Reopening Settlement Agreement. Nothing in this provision, however, requires either Party to waive its rights herein.

VI. Identification of Certain Removal Order Class Members.⁴ On or before the Identification Deadline, the Parties will identify certain Removal Order Class Members⁵ pursuant to the following provisions:

⁴ The parties agree that information and documents exchanged pursuant to this Agreement will be subject to the protective order governing this litigation, Dkt. 507.

⁵ Plaintiffs will cooperate and assist in the identification of potential beneficiaries by providing Defendants with their consolidated list of individuals identified pursuant to Dkt. 360. For purposes of identifying potential beneficiaries and providing notice of the procedures contained in this Agreement, Defendants may identify and/or notify individuals irrespective of whether they ultimately qualify for relief under the Agreement (e.g., irrespective of whether they remained detained and unrepresented when they received orders of removal before an Immigration Judge or whether they received one of the following: (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, Dkt. 663-4).

- A. Defendants shall identify all Post-Injunction Removal Order Class Members who were identified on lists provided by Defendants to Plaintiffs pursuant to Dkt. 360, who were detained at ICE Health Service Corps (“IHSC”) facilities and the Adelanto Correctional Facility in Adelanto, California, and who were contemporaneously identified by or to U.S. Immigration and Customs Enforcement (“ICE”) personnel as meeting the “serious mental illness” criteria, as set forth in Defendants’ Guidelines, Dkt. 611.
- B. Defendants shall identify all Post-Injunction Removal Order Class Members who were identified on lists provided by Defendants to Plaintiffs pursuant to Dkt. 360, who were detained at non-IHSC facilities other than the Adelanto Correctional Facility, and who were contemporaneously identified by ICE in immigration court filings as possible Class Members based on one or more of the following diagnoses:
1. Psychosis or Psychotic Disorder;
 2. Bipolar Disorder;
 3. Schizophrenia or Schizoaffective Disorder;
 4. Major Depressive Disorder with Psychotic Features;
 5. Dementia and/or a Neurocognitive Disorder; or
 6. Intellectual Development Disorder (moderate, severe or profound).
- C. Separately, Plaintiffs shall provide a list to Defendants of Post-Injunction Removal Order Class Members who were identified only on Plaintiffs’ Class Member lists within fifteen (15) days after Preliminary Approval. Within forty-five (45) days of the receipt of that list, Defendants shall then identify which of those Post-Injunction Removal Order Class

Members were either contemporaneously identified by or to ICE personnel as meeting the “serious mental illness” criteria, as set forth in Defendants’ Guidelines, Dkt. 611, or would have qualified, based on a review of their medical records and any other relevant evidence, as Class Members under the newly-narrowed Class definition, *see* Dkt. 690 at 1-2.

- D. The Parties have also come to an agreement on the Plaintiffs’ list of individuals to be included as “Private Agreement Removal Order Class Members,” attached as Exhibit F hereto (filed under seal).
- E. The Parties shall identify all Pre-Injunction Removal Order Class Members who were identified on lists exchanged by the Parties pursuant to Dkt. 360.

VII. Removal Order Class Members Who Qualify for Joint Motion to Reopen Procedures. The following Removal Order Class Members shall be eligible for the Joint Motion to Reopen Procedures described in Section VIII of this Agreement, *infra*, and shall benefit from the favorable exercise of discretion provisions described in that Section:

- A. All Post-Injunction Removal Order Class Members whom Defendants identify pursuant to Sections VI.A-C of this Agreement, *supra*, who remained detained and unrepresented when they received orders of removal before an Immigration Judge without one of the following: (a) the safeguards set forth in Section III of the Court’s Implementation Plan Order, Dkt. 786, or (b) the procedural safeguards implemented pursuant to Defendants’ Phase I Guidance, Dkt. 663-4;
- B. All Released Sub-Class One Members, as defined in Section I.B.iii.2, (*i.e.*, who remained unrepresented when they received orders of removal before an Immigration Judge);

C. All Removal Order Class Members, including Pre-Injunction Removal Order Class Members, who submit evidence that they were determined to be incompetent by any administrative or judicial tribunal in the United States within the three years preceding the date they had the final order of removal entered in their proceeding; and

D. All Private Agreement Removal Order Class Members.

VIII. Joint Motion to Reopen Procedures. For all eligible Removal Order Class Members described in Section VII, *supra*, ICE agrees to favorably exercise its discretion pursuant to 8 C.F.R. §§ 1003.23(b)(4)(iv) or 1003.2(c)(3)(iii) to join and file the Removal Order Class Member's motion to reopen his or her immigration proceedings, subject to the following provisions:

A. If Defendants identify the Removal Order Class Member as inadmissible or deportable as described in 8 U.S.C. §§ 1182(a)(3) or 1227(a)(4), ICE may decline to favorably exercise its discretion to join the Removal Order Class Member's motion to reopen.

B. If Defendants determine that the Removal Order Class Member is subject to Section VIII.A, *supra*, or is ineligible because he or she received the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, Dkt. 663-4, ICE shall send a written notice to the Removal Order Class Member's last known address setting forth the basis for the declination or ineligibility. Defendants shall also send a copy of this written notice to Plaintiffs' counsel. Absent compelling reasons justifying Defendants' delay, Defendants shall send this written notice and copy within thirty (30) days of the date of receipt of the Removal Order Class Member's request for a joint motion.

- C. Any Removal Order Class Member for whom ICE declines to submit a joint motion to reopen pursuant to this Section shall retain the right to file a motion to reopen before the Board of Immigration Appeals (“BIA”) or the Immigration Court pursuant to the provisions of Section X, *infra*, depending on the forum in which the Removal Order Class Member’s order of removal became final.
- D. If ICE favorably exercises its discretion to file a joint motion to reopen pursuant to this Section, ICE shall file any such motion with either the BIA or the Immigration Court, depending on the forum in which the Removal Order Class Member’s order of removal became final.
- E. ICE’s favorable exercise of discretion to file a joint motion to reopen pursuant to this Section shall not preclude ICE from contesting any issue of fact, law, or discretion in any reopened proceedings, including, but not limited to, the Removal Order Class Member’s competency or incompetency.

IX. Notice of Joint Motion to Reopen Procedures. The parties agree to provide notice of the joint motion to reopen procedures described in Section VIII of this Agreement, *supra*, as follows:

- A. By the Notice Date, Defendants shall send the Joint Motion Notice and Instructions to each Removal Order Class Member who is identified in Sections VII.A-B and VII.D, *supra*, at the Removal Order Class Member’s last known address (if any) associated with their removal case recorded within ICE’s EARM,⁶ whether inside or outside the United States.

⁶ Defendants will provide Plaintiffs with the names, alien numbers, and referenced EARM address information (if any) for these individuals in the following format structure: Address Type; Street Line 1; Street Line 2; Street Line

- B. The Joint Motion Notice and Instructions shall inform the Removal Order Class Member that he or she may request that ICE join a motion to reopen his or her proceedings before the BIA or the Immigration Court. This notice shall also describe the procedure through which the Removal Order Class Member should make such a request, and include an accompanying request template, attached as Exhibit G, that the individual should send to ICE in order to request a motion to reopen.
- C. Defendants shall post the notice and request template in a reasonably accessible location on the EOIR and ICE websites, pursuant to Section III, *supra*.
- X. Unilateral Motion to Reopen Procedures. Any individual who was detained and unrepresented in Arizona, California, and Washington on or after November 21, 2011 (the date the Court certified the class in this case), remained detained and unrepresented when they received an order of removal before an Immigration Judge, and received neither (a) the safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, nor (b) the procedural safeguards implemented pursuant to Defendants' Phase I Guidance, *see* Dkt. 663-4, shall have the ability to file a motion to reopen with the BIA or the Immigration Court, pursuant to the following provisions:
- A. A motion to reopen filed by such an individual must demonstrate with evidence that the individual meets the newly-narrowed Main Class membership criteria set forth in Dkt. 690 at 1-2, and that the individual was not represented at the time the order of removal was entered before the Immigration Judge.

3; Apartment Number; PO Box; City; County; State Code; State; Postal Code; Country Code; Country.

- B. A motion to reopen by such an individual must set forth argument or evidence showing that the individual has a plausible defense to removability and/or plausible grounds for relief.
- C. ICE shall have the right to oppose a motion to reopen filed by an individual pursuant to this Section. For motions filed by Removal Order Class Members pursuant to this Section, however, ICE's opposition shall be limited to the following grounds:
1. The Removal Order Class Member does not meet the newly-narrowed Main Class Definition, Dkt. 690 at 1-2, or did not meet such definition at the time they had their final order of removal entered in their proceedings;
 2. The Removal Order Class Member received the procedural safeguards set forth in Section III of the Court's Implementation Plan Order, Dkt. 786, or Defendants' Phase I Guidance, Dkt. 663-4;
 3. Reopening the Removal Order Class Member's proceedings would be futile because the Removal Order Class Member would remain removable and/or be ineligible for relief from removal in reopened immigration proceedings;
 4. The Removal Order Class Member is described in 8 U.S.C. §§ 1182(a)(3) or 1227(a)(4).
- D. If the Immigration Court or the BIA denies a motion to reopen filed by an individual pursuant to this Section solely on the basis that the individual would remain removable and/or be ineligible for relief from removal in reopened immigration proceedings, the following provisions shall apply:
1. Within fourteen (14) days of such denial, or as soon as practicable upon discovering the existence of such denial,

Defendants shall notify Plaintiffs' counsel of the name and identity of the individual whose motion was denied, a copy of the order denying the motion to reopen, a copy of the individual's motion, and a copy of ICE's opposition (if any) to the individual's motion to reopen.

2. Within thirty (30) days of such denial, or as soon as practicable upon obtaining the individual's A-file, Defendants shall provide Plaintiffs' counsel with a copy of relevant documents from the A-file, including any applications, decisions and related documents submitted to U.S. Citizenship and Immigration Services ("USCIS") or EOIR, of the individual whose motion was denied. Defendants retain the right to withhold or redact any confidential or privileged information in these documents. Notwithstanding this provision, Defendants will also consider reasonable requests for additional non-confidential or non-privileged records upon Plaintiffs' showing that the records are probative to the individual's defense to removability or claim for relief.
3. Within thirty (30) days of Plaintiffs' receipt of the documents in Section X.D.2, *supra*, Plaintiffs may provide Defendants' counsel with supplemental evidence or arguments demonstrating a plausible defense to removability and/or plausible grounds for relief. Within thirty (30) days of receiving Plaintiffs' argument and evidence, Defendants shall review this evidence and argument and then determine whether they (a) will enter a joint motion to reopen; or (b) choose not to enter a

joint motion to reopen, and shall inform Plaintiffs' counsel of their decision.

4. If Defendants choose not to enter a joint motion to reopen pursuant to Section X.D.3, *supra*, the Removal Order Class Member may then file one additional motion to reopen with evidence or arguments demonstrating a plausible defense to removability, or plausible grounds for relief.
5. The second motion to reopen must be filed within ninety (90) days of the date Defendants advise Plaintiffs' counsel in writing that they will not enter a joint motion to reopen. The time and numerical limitations on motions to reopen will not bar this second motion, if it complies with the 90-day deadline set forth in this subsection. *See* Section XII, *infra*.

E. If ICE does not oppose a motion to reopen filed by an individual pursuant to this Section, such declination shall not preclude ICE from contesting any issue of fact, law, or discretion in any reopened proceedings, including, but not limited to, the individual's competency or incompetency.

XI. Notice of Unilateral Motion to Reopen Procedures.⁷ The parties agree to provide notice of the unilateral motion to reopen procedures described in Section X of this Agreement, *supra*, as follows:

- A. By the Notice Date, Defendants shall send the Unilateral Motion Notice and Instructions to each Removal Order Class Member identified

⁷ Nothing in this Agreement is intended to limit Plaintiffs' right to send a general notice, along with the Summary Class Notice, to the U.S. and foreign consular officials of any country to which a Removal Order Class Member was removed, describing the terms of this Agreement.

pursuant to Section VI who did not receive notice pursuant to Section IX (Notice of Joint Motion to Reopen Procedures), *supra*, at the Removal Order Class Member's last known address (if any) associated with their removal case recorded within ICE's EARM,⁸ whether inside or outside the United States.

- B. The Unilateral Motion Notice and Instructions shall inform the Removal Order Class Member that he or she may file a motion to reopen his or her proceedings before the BIA or the Immigration Court. This notice shall also describe the procedure through which the Removal Order Class Member should file such a motion, and include an accompanying cover letter, attached as Exhibit H, that the individual should send along with his or her motion to reopen.
- C. Defendants shall post the notice and cover letter in a reasonably accessible location on the EOIR and ICE websites, pursuant to Section III, *supra*.

XII. Tolling of Time and Numerical Limitations. The first motion to reopen filed by a Removal Order Class Member pursuant to this Agreement that is accepted for adjudication on the merits shall not be subject to the time or numerical limitations set forth in the Immigration and Nationality Act ("INA") and its implementing regulations, with the exception of the time deadline set forth in Section XV, *infra*. Similarly, a subsequent motion to reopen that is accepted for adjudication on the merits submitted pursuant to section X.D.4-5 shall not be subject to the time or

⁸ Defendants will provide Plaintiffs with the the names, alien numbers, and referenced EARM address information (if any) for these individuals in the following format structure: Address Type; Street Line 1; Street Line 2; Street Line 3; Apartment Number; PO Box; City; County; State Code; State; Postal Code; Country Code; Country.

numerical limitations set forth in the INA and its implementing regulations. As part of this Agreement, the Court has entered an order equitably tolling the time and numerical limitations set forth in the INA and its implementing regulations for a Removal Order Class Member's first motion to reopen filed pursuant to this Agreement that is accepted for adjudication on the merits, or subsequent motion to reopen submitted pursuant to Section X.D.4-5 that is accepted for adjudication on the merits. *See* Dkt. 786 at 26.

XIII. Inapplicability of the Post-Departure Bar. The Parties agree that, in the absence of contrary law in the applicable circuit, the so-called "post-departure bar" contained in 8 C.F.R. §§ 1003.2(d) and 1003.23(b)(1) shall not prohibit an Immigration Judge or the BIA from adjudicating a Removal Order Class Member's motion to reopen on the merits, where such motion is authorized under the terms of this Agreement.

XIV. Right of Appeal. The Parties agree that any individual may appeal the denial of his or her motion to reopen filed before EOIR pursuant to this Agreement, whether joint or unilateral, to the BIA and the Court of Appeals, pursuant to the general laws or regulations that govern appeals of the orders of the BIA or Immigration Judges. Defendants may appeal an Immigration Judge's grant of any unilateral motion to reopen filed pursuant to this Agreement to the BIA, pursuant to the general laws or regulations that govern appeals of the orders of an Immigration Judge.

XV. Deadline to Request a Joint Motion or File a Unilateral Motion. Any request to ICE to join a motion to reopen and any unilateral motion to reopen filed pursuant to this Agreement must be submitted within eighteen (18) months after the date of the Approval Hearing, except for subsequent motions to reopen filed pursuant to Section X.D, *supra*.

XVI. Facilitation of Return to the United States. In all cases concerning a Removal Order Class Member who has been physically removed from the United States and whose motion to reopen is granted by the BIA or the Immigration Judge pursuant to this Agreement, ICE agrees to take reasonable steps to facilitate the Removal Order Class Member's prompt return to the United States.

- A. These reasonable steps may include, but are not limited to, reviewing and processing any paperwork necessary for the individual's return; working with the Department of State, through the U.S. Embassy or Consulate, to obtain a transportation/boarding letter on the individual's behalf; and working with U.S. Customs and Border Protection to assist in the individual's physical reentry upon arrival.
- B. If a Removal Order Class Member whose motion to reopen is granted by the BIA or the Immigration Judge pursuant to this Agreement is residing in a location that is more than one hundred (100) miles away by land from any port of entry in the United States, ICE agrees to pay reasonable travel expenses for the Removal Order Class Member's return to the United States, provided that the individual is not entitled to choose the time and mode of transportation, as follows:
 1. Defendants agree to pay reasonable travel expenses for all Post-Injunction Removal Order Class Members and Private Agreement Removal Order Class Members whose joint motions to reopen are granted.
 2. In addition to the Removal Order Class Members described in Section XVI.B.1, *supra*, Defendants agree to pay reasonable travel expenses for the first one hundred (100) additional individuals residing in a location that is more than one hundred (100) miles away by land from any port of entry in the United

States, who file motions to reopen pursuant to this Agreement, and whose motions are granted.⁹

- C. The Removal Order Class Member, upon return to the United States, shall assume the immigration status, if any, he or she held prior to entry of the removal order. The Removal Order Class Member's return to the United States shall not confer either a new benefit (e.g., an individual who was present without admission or parole prior to the entry of their removal order and who is returned pursuant to the Secretary of Homeland Security's 8 U.S.C. § 1182(d)(5)(A) parole authority under this Agreement, shall not be considered to have been "paroled" for purposes of seeking adjustment of status) or a new disability that the Removal Order Class Member did not possess prior to the date he or she received a final order of removal, with the exception of the conditions set forth in Part XVI.D, *infra*.
- D. Defendants shall retain the right to make a custody determination upon a Removal Order Class Member's return to the United States pursuant to this Agreement, and, if deemed necessary or compelled by law, to detain the Removal Order Class Member upon return.
1. Any such custody determination and/or detention must comply with applicable laws and regulations. The Removal Order Class Member shall retain the right to request a new custody determination, seek a bond hearing or release from detention, or

⁹ It is anticipated that there will be less than one hundred (100) individuals in the group described in Section XVI.B.2, *supra*. However, Defendants agree to consider, on a case-by-case basis, paying reasonable travel expenses for any other individuals whose motions to reopen are granted pursuant to this Agreement.

challenge the conditions of his or her detention, as any applicable laws or regulations allow.

2. If a Removal Order Class Member was detained prior to entry of a final order of removal and departing from the United States, and is detained upon his or her return to the United States pursuant to this Agreement, then ICE shall not consider the Removal Order Class Member's previous removal and departure to constitute a break in custody for the purposes of opposing a request for a bond redetermination hearing before an Immigration Judge.
3. If a Removal Order Class Member is not detained upon his or her return to the United States pursuant to this Agreement, and fails to appear at a scheduled hearing for an unexcused reason or no reason, he or she shall not be ordered removed in absentia in the reopened proceedings, unless or until (1) he or she is represented in his or her immigration proceedings or (2) he or she has been determined mentally competent by the Immigration judge prior to the failure to appear. If such Removal Order Class Member fails to appear at a scheduled hearing for an unexcused reason or no reason, he or she may be re-detained by ICE and, for purposes of any subsequent bond hearings, the failure to appear shall constitute clear and convincing evidence that the individual is a flight risk.

XVII. Enforceability and Mediation of Disputes. The Parties shall submit this Agreement to the Court for its approval. The Court shall retain jurisdiction to enforce the terms of this Agreement, and shall have the authority to order specific

performance of the terms of this Agreement upon a showing of breach by either side, subject to the procedures set forth below.

- A. Except as described below in the case of an exigent circumstance, if either Party alleges that the other Party has failed to comply with the terms of this Agreement, the allegedly aggrieved Party shall make such allegations in writing and submit such allegations to the other Party, who shall have twenty-one (21) days to respond after the date the written allegations are received. No later than twenty-one (21) days after receipt of this response, the Parties shall then meet and confer in good faith in an attempt to resolve the dispute.
- B. If the Parties are unable to resolve the dispute via a meet-and-confer pursuant to Section XVII.A, *supra*, the allegedly aggrieved Party may file a motion for compliance with the Court.
- C. Notwithstanding the foregoing, if a violation of this Agreement will likely result in imminent and irreparable harm to a Removal Order Class Member (“Exigent Violation”), Plaintiffs must provide a Notice of Non-Compliance that identifies the exigency and the Exigent Violation.¹⁰ Notwithstanding the time periods set forth above, Defendants shall endeavor to respond to a Notice of Exigent Violation within 72 hours, except if exigent circumstances require a shorter response. If the Parties are unable to resolve the dispute taking into account a time frame that

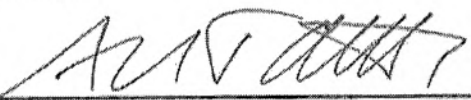
¹⁰ Exigent Violations include violations that, due to their urgency, cannot effectively be remedied on the ordinary timetable for resolution of disputes set forth in Sections XVII.A-B. Examples of Exigent Violations include: a Removal Order Class Member with a final order who faces the imminent threat of physical deportation from the United States, as a result of Defendants’ breach of this Agreement; and a Removal Order Class Member who has established an entitlement to return to the United States under this Agreement, and who is at imminent risk of harm, but whose return to the United States Defendants have not reasonably facilitated pursuant to this Agreement.

considers the relevant exigency, Plaintiffs' counsel may file an emergency motion before the Court to compel specific performance to remedy only the Exigent Violation without initiating any meet and confer process pursuant to the preceding subsections.

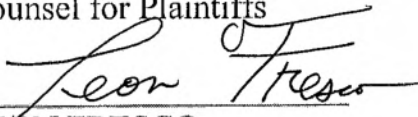
XVIII. Nondisplacement of Regular Motion to Reopen Procedures.

Defendants agree that the procedures for reopening cases set forth in this Agreement are separate and apart from the regular motion to reopen procedures already available under the immigration statutes and regulations. The procedures established by the Reopening Settlement Agreement are not intended to limit or otherwise replace a Removal Order Class Member's right to seek any other form of relief, including but not limited to a motion to reopen filed pursuant to the immigration statutes and regulations, or a request that ICE join a motion to reopen the Removal Order Class Member's proceedings.

Dated: 2/23/15

By: 
AHILAN T. ARULANANTHAM
aarulanantham@aclusocal.org
Counsel for Plaintiffs

2/24/15

By: 
LEON FRESCO
leon.fresco@usdoj.gov
Counsel for Defendants

PWS Addendum 1

The following paragraph is being added to the PWS for this Requirement at Section II Part C “Scope of Work:”

Virtual Attorney Visitation Capability

Virtual attorney visitation is an established facility protocol that allows attorneys (or legal representatives) to contact the facility and schedule video teleconference (VTC) visitation with their detainee client(s) at least 24-hours in advance of the desired teleconference.

The facility plant layout and design will accommodate virtual attorney visitation. The utilized space/room must be private, allowing for confidential attorney-client conversations, and must be equipped with video teleconference equipment and/or tablet(s) permitting both visual and audio communications.

The room must also have a windowed door or other mechanism that allows detainee observation for safety. While the designated space and equipment can be utilized for other purposes, it is expected that virtual attorney visitation will be made available for at least six (6) hours each day.

The following paragraph is replacing the current first paragraph of the PWS for this Requirement, located at Section IV Personnel and Staffing at Part J (Facility Staffing Plan, Floor Plan and Key Personnel).

The following paragraph is being added to the PWS for this Requirement at Section II Part F “On-Call Guard Services:”

F. On-Call Guard Services

3. e) The Contractor shall bill On-Call Transportation/Guard Hours 1 – 8 at the “regular” hourly rate, “overtime” will begin after 8 hours in a single day per employee.

The following paragraph is being added to the PWS for this Requirement at Section IV Personnel and Staffing at Part J and will wholly replace the current 1st paragraph of this section:

J. Facility Staffing Plan, Floor Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-approved Contractor Staffing Plan to include relief factors and the agreed upon detainee ramp schedule.

The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation.

Staffing levels shall not fall below a monthly average of 75% for custody staff, 80% for health services and 75% for all other departments of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers (custody staff) shall not fall below a monthly average of 75%. Staffing levels for all departments other than custody and health services will be calculated in the aggregate.

Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 90 days. Failure to fill any individual position within 90 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below 75% for custody staff, 80% for health services and 75% for all other departments.

The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an "acting" position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

Requirement B PWS Addendum	
Location Requirements	These detention services will be performed at the location specified for Requirement B as described in the RFP.
Estimated Population Size	
Male	Approximately 1,700
Female	Approximately 400
Juvenile	0
Family	0
Special Management unit for administrative and discipline segregation	Yes
Expected Risk Detainees	
Level 1 (Low)	Yes
Level 1.5 (Medium Low)	Yes
Level 2 (Medium High)	Yes
Level 3 (High)	Yes
Facility, Detention and Administrative Space Requirements	
ICE ERO	<p>The required infrastructure will need to meet ICE Performance Based Performance Based National Detention Standards (PBNDS) standards and must have the infrastructure to support screening rooms, exam rooms, isolation room(s) negative air pressure room, teleradiology, etc.</p> <p>The Contractor is required, in units housing U.S. Immigration and Customs Enforcement (ICE) detainees, to perform in accordance with the 2011 ICE PBNDS, 2016 Revisions dated December 2016 (PBNDS 2011, 2016 Revisions), including optimal provisions. Optimal provisions such as the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the ICE PBNDS.</p> <p>The facility needs to be compliant with the ICE-ERO Design Standards for Contract Detention Facilities (CDF), as well as ICE ERO Structure Cable Plant Standard. CDF – Executive Office for Immigration Review (EOIR) Design Standards to include EOIR Cabling Standards. ICE Health Services Corps (IHSC) Design Standards and</p>

	<p>other Design Standards as required. With appropriate office space for EOIR, OPLA, IHSC and USCIS staff in the facility.</p> <p>ICE ERO prefers having its own separate building on the same property to perform daily operations. (b)(7)(E)</p> <p>(b)(7)(E)</p> <p>Any proposed existing facilities will need to meet ICE ERO needs.</p> <p>(b)(7)(E)</p> <p>(b)(7)(E)</p> <p>Administrative and support space for ICE ERO staff of approximately 120 employees</p> <p>Including at least:</p> <p>(b)(7)(E)</p> <p>ICE-IHSC: dedicated offices required for the ICE ERO IHSC personnel administrative and medical staff</p> <p>At least:</p> <ul style="list-style-type: none"> 8 offices for administrative staff 4 offices for clinical staff 1 large office for 6 medical record technicians 15 cubicles for clinical charting 1 room for office supply storage 2 secure large rooms for medical supply and equipment storage
ICE OPLA	At least:

	<p>22 Offices (b)(7)(E)</p> <p>6 Cubicles for Support Staff</p> <p>1 Secure File Room</p> <p>1 Supply Room</p>
<p>U.S. Citizenship and Immigration Services (USCIS)</p>	<p>At least:</p> <p>10 Offices</p> <p>4 Cubicles</p> <p>4 Interview Rooms</p>
<p>Executive Office for Immigration Review (EOIR) Space</p>	<p>The EOIR space must be compliant with the U.S. DHS Design Standards for EOIR (2011), Section 3.7.</p> <p>EOIR Space: Per the U.S. DHS Design Standards for EOIR including but not limited to:</p> <p>20 Offices (b)(7)(E)</p> <p>(b)(7)(E)</p> <p>30 Cubicles (b)(7)(E)</p> <p>(b)(7)(E)</p> <p>12 Courtrooms</p>
<p>Additional Administrative/Common area requirements</p>	<p>Per the ICE -ERO CDF Design Standards including but not limited to:</p> <ul style="list-style-type: none"> ▪ Increased Intake Area ▪ Additional Holds Rooms near Courts ▪ Additional Attorney and General Visitation Space ▪ Additional common room space for Mental Health Programing ▪ Break room with kitchenette ▪ Storage File Room ▪ Secure File Room ▪ Supply Room ▪ Interview Room ▪ Executive Conference Room (with VTC capability) ▪ Large Muster Room (with VTC capability) ▪ Work Out Room ▪ Cardio Room ▪ DT Mat Room ▪ Small Classroom ▪ Armory ▪ Copier/Fax/Printer/Shredder Area ▪ Male Locker Room/Restroom (not used/shared with detainees/inmates)

	<ul style="list-style-type: none"> ▪ Female Locker Room/Restroom (not used/shared with detainees/inmates) ▪ Separate Government Employee Entrance
Furniture Requirements	Furniture and flooring will be as per ICE-ERO Design Standards for Contract Detention Facilities (CDF) and to be replaced at a maximum 5-year life cycle – Cut sheets for proposed furniture to be submitted to the COR for approval. A propose scheduled for flooring replacement and cleaning will need to be provided with the life cycle not to exceed 5 years
Additional Electronic Requirements	<p>At least the following:</p> <ul style="list-style-type: none"> ▪ 220 phone numbers/lines/extensions ▪ 10 separate fax numbers/lines/extensions ▪ 10 VTC lines (PRI/T1) for two VTC systems ▪ 10 copiers (fax/scan capable) and supplies (such as paper and ink) – Contractor is responsible for maintenance and/or replacement of copiers in the event of failure. ▪ Contractor is to provide Wi-Fi secure access throughout the facility
Parking	<p>Secure parking with controlled access for ingress and egress.</p> <p>A minimum of 240 secured/covered onsite parking spaces used exclusively for Government and ICE visitors as follows:</p> <p>120 for ICE employees 28 for ICE OPLA employees 8 for ICE IHSC employees 14 for USCIS employees 50 for EOIR employees 20 for GOV visitors</p> <p>A separate secured covered parking is required for Government owned Transportation vehicles (approximately 12 buses 20 Vans and other GOVs)</p> <p>The contractor will need to provide separate and adequate, secured parking for contract personnel working at the facility, separate from the facility visitor required parking and DHS parking.</p>
Transportation Requirements	

Historically, the vendor for this requirement performed ground transportation for stationary duty, legal runs, air removal, land removal, and medical trips. Most frequently, the vendor performed local area medical transports. In FY19, the vendor drove approximately 133,402 miles. In addition to the number of miles, in FY19, the vendor used approximately 17,175 guard hours to support ground transportation activities moving approximately 7,442 detainees .

The preceding information is provided only for reference for Offerors. This information shall not constitute a guaranteed minimum number of beds, detainees nor miles, nor shall it constitute a maximum number of miles required under any forthcoming contract.

All transportation will be performed according to the most current PNBDS Standards and ICE ERO applicable policies.

The Contractor shall assign, at a minimum, two-person teams of transportation officers, with at least one officer being a female, whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays.

Transportation Routes	Starting Point	Ending Point	Detainees	Trips per Week
	San Diego Field Office to	NEW FACILITY	30	18
	NEW FACILITY	San Diego Field Office	10	12
	San Ysidro POE to	NEW FACILITY	15	5
	US Border Patrol to	NEW FACILITY	8	5
	IRDC El Centro to	NEW FACILITY	5	3
	NEW FACILITY to	IRDC El Centro	5	3
	NEW, FACILITY to	LOS Federal Building	1	1
	NEW FACILITY to	SLRDC San Luis AZ	50	2
	SLRDC to	NEW FACILITY	5	2
	NEW FACILITY to	ICE Adelanto	25	2
	NEW FACILITY to	ICE Bakersfield	5	2
	NEW FACILITY to	Mesa Flight Line	45	1
	<i>These are sample transportation plans requirements. The transportation routes will need to be finalized once a successful offeror and location have been determined.</i>			
Transportation Guaranteed Minimum mileage	N/A			
Guard Services				
Minimum Hours	N/A			
Required postings/patrols	<i>Contract Facility provides security to perimeter and unsecure areas of facility grounds.</i>			
Training				
	The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee at least 30 days prior to all training.			

DTS Contractor

ICE DTS Contractor Information:

DTS
Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

(b)(6); (b)(7)(C)

Customer Relations Manager

(b)(6); (b)(7)(C)

(b)(6); @taltoncommunications.com

(b)(6); (b)(7)(C)

Operations Manager

(b)(6); (b)(7)(C)

(b)(6); @taltoncommunications.com

U.S. Department of Homeland Security
Immigration and Customs Enforcement



Section C
Performance Work Statement
Detention Services
(California-Wide)
(October 25 2019)

TABLE OF CONTENTS

TABLE OF CONTENTS	2
I. EXPLANATION OF TERMS/ACRONYMS	4
II. PERFORMANCE WORK STATEMENT	12
A. Objective	12
B. Background and Mission.....	12
C. Scope of Work.....	12
D. Facilities	14
E. Armed Transportation Services:.....	16
F. On-Call Guard Services	19
G. Notice to Proceed	20
III. GENERAL	21
A. Notification and Public Disclosures	21
B. Records.....	21
C. Right of Refusal	22
D. Hold Harmless.....	22
E. Quality Control.....	22
F. Quality Assurance Surveillance Plan (QASP)	23
G. Contractor’s Failure to Perform Required Services	24
H. Inspection by Regulatory Agencies.....	24
I. Performance Evaluation Meetings	24
IV. PERSONNEL AND STAFFING	24
A. General	25
B. Preliminary Fitness Determination.....	25
C. Background Investigations	26
D. Transfers from Other DHS Contracts:	28
E. Continued Eligibility	28
F. Required Reports.....	28
G. Security Management.....	29
H. Information Technology Security Clearance	30
I. Information Technology Security Training and Oversight	30
J. Facility Staffing Plan, Floor Plan and Key Personnel.....	31
K. Employee Health	33
L. Contractor’s Employee Rules.....	35
M. Minimum Standards of Employee Conduct	35
N. Removal from Duty.....	36
O. Tour of Duty Restrictions.....	37
P. Dual Positions	38
Q. Post Relief	38
R. Personnel Files	38
S. Uniform Requirements.....	38
T. Permits and Licenses	39
U. Encroachment.....	39
V. Work Schedules.....	40
W. Training	41
V. DETENTION SERVICES	45
A. Detention Site Standards	45

B.	Language Access.....	45
C.	Health and Medical Care Policies	46
D.	Medical Services	46
E.	Detainee Voluntary Work Program (if applicable).....	57
VI.	REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES.....	57
A.	Manage the Receiving and Discharge of Detainees.....	57
B.	Manage and Account for Detainee Assets (Funds, Property)	59
C.	Securely Operate the Facility	59
D.	Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault	59
E.	Collect and Disseminate Intelligence Information.....	60
F.	ICE Notifications.....	60
G.	Maintain Institutional Emergency Readiness.....	60
H.	Manage Computer Equipment and Services in Accordance with all Operational Security Requirements.....	61
I.	Manage and Maintain a Commissary.....	61
J.	Manage and Maintain a Detainee Telephone System (DTS).....	62
VII.	FACILITY SECURITY AND CONTROL.....	63
A.	Security and Control (General)	63
B.	Detainee Rights	63
C.	Unauthorized Access.....	64
D.	Direct Supervision of Detainees.....	64
E.	Maintain a Video Surveillance Program	64
F.	Log Books	64
G.	Reports	65
H.	Detainee Counts	65
I.	Daily Inspections.....	65
J.	Deviation from Prescribed Schedule Assignments	66
K.	Use of Force and Restraints	66
L.	Escapes	66
M.	Evacuation Plan.....	67
N.	Sanitation and Hygienic Living Conditions	67
O.	Physical Plant	67
P.	Environmental Policy Procedures:	68
VIII.	FOOD SERVICE	70
IX.	PROPERTY ACCOUNTABILITY	70
A.	General	70
B.	Use of Government Wireless Communication Devices.....	71
X.	FIREARMS / BODY ARMOR.....	71
A.	Firearms Requirements	71
B.	Body Armor Requirements	73
XI.	Transition	73
A.	Transition-In.....	73
B.	Transition-Out	74

I. EXPLANATION OF TERMS/ACRONYMS

1. ADMINISTRATIVE SEGREGATION: A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are in route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons.
2. ADULT LOCAL DETENTION FACILITY (ALDF): A facility which detains persons over the age of 18.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. AMERICAN CORRECTIONAL ASSOCIATION (ACA): The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.
5. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that is referred to a contractor for detention. The bed days are calculated by subtracting the date booked into custody from the date released from custody. The contractor may charge for day of arrival, but not day of departure.
6. BED-DAY RATE: The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate including direct costs, indirect costs, overhead, and profit necessary to provide the detention, and food service requirements as described in the PWS.
7. BOOKING: A procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property. The Contractor may be responsible for booking the detainee into ICE systems upon receiving the detainee.
8. BUREAU OF PRISONS (BOP): The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
9. CATEGORICAL EXCLUSION (CATEX): A determination that a particular activity that does not need to undergo detailed environmental analysis in an Environmental Assessment (EA) or Environmental Impact Statement (EIS) because it has been found to normally not have the potential, individually or cumulatively, to have a significant effect on the human environment.
10. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level, and existing resources of the facility.
11. CONTRABAND: Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a) **Hard Contraband:** Any item that is inherently dangerous as a weapon or tool of violence, e.g., knife, explosives, “zipgun,” brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
 - b) **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual’s safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.
12. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
 13. **CONTRACTING OFFICER’S REPRESENTATIVE (COR):** Employees of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
 14. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement (PWS).
 15. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
 16. **CONTROL ROOM:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.
 17. **CREDENTIALS:** Document providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.
 18. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).
 19. **DEPARTMENT OF JUSTICE (DOJ):** A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
 20. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by the ICE Field Office Director (FOD) to represent ICE on matters pertaining to the operation of the facility.
 21. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.
 22. **DETAINEE RECORDS:** Information concerning the individual’s personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 - a) Detainee, Personal Property
 - b) Receipts, Visitors List, Photographs
 - c) Fingerprints, Disciplinary Infractions
 - d) Actions Taken, Grievance Reports, Medical
 - e) Records, Work Assignments, Program Participation
 - f) Miscellaneous Correspondence, etc.
 23. **DETENTION OFFICERS:** Contractor’s uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in

a detention facility. The officer is also responsible for the safety and security of the facility.

24. DETENTION STANDARDS COMPLIANCE UNIT (DSCU): The purpose of the DSCU is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.
25. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
26. DIRECTIVE: A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates' authority, and/or assigns responsibilities.
27. DISCIPLINARY SEGREGATION: A unit housing detainees who commit serious rule violations.
28. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
29. EMERGENCY CARE: Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.
30. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally.
31. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
32. ENVIRONMENTAL ASSESSMENT (EA): A concise public document for which a Federal agency is responsible that serves to: briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a Finding of No Significant Impact (FONSI), aid an agency's compliance with the National Environmental Policy Act (NEPA) when no EIS is necessary, and facilitate preparation of an EIS when one is necessary.
33. ENVIRONMENTAL IMPACT EVALUATION: The process of determining the level of significance of a potential impact on the human environment. It includes all necessary information needed to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation results in either the application of a CATEX, documentation in the form of an EA and FONSI or a final EIS and Record of Decision (ROD).
34. ENVIRONMENTAL IMPACT STATEMENT (EIS): A detailed written statement as required by section 102(2)(C) of the NEPA. It is a comprehensive document that provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, and which of those would

avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

35. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An agency of DOJ. The primary mission of the Executive Office for Immigration Review (EOIR) is to adjudicate immigration cases by fairly, expeditiously, and uniformly interpreting and administering the Nation's immigration laws. Under delegated authority from the Attorney General, EOIR conducts immigration court proceedings, appellate reviews, and administrative hearings.
36. EXTRAORDINARY CIRCUMSTANCES: When evaluating whether or not to apply a CATEX to a proposed action, these are circumstances associated with the proposed action that might give rise to significant environmental effects requiring further analysis and documentation in an EA or EIS.
37. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
38. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Warden, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contracted detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.
39. FINDING OF NO SIGNIFICANT IMPACT (FONSI): A document by a Federal agency briefly presenting the reasons why an action, not otherwise excluded, will not have a significant effect on the human environment, and for which an EIS therefore will not be prepared.
40. FIRST AID: Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.
41. FLIGHT OPERATIONS UNIT (FOU): The FOU is the principal mass air transportation and manages government and contract flights.
42. GOVERNMENT: Refers to the United States Government.
43. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
44. HEALTH AUTHORITY: The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.
45. HEALTH CARE: The action taken, preventive and therapeutic. To provide for the physical and mental well-being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.
46. HEALTH CARE PERSONNEL: Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
47. HEALTH UNIT (HU): The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.
48. ICE Designee- ICE personnel designated by the COR.
49. ICE HEALTH SERVICES CORP (IHSC): The ICE Health Service Corps serves as the medical authority for ICE on a wide range of medical issues, including the agency's comprehensive detainee health care program.

50. ICE Vehicle Control Officer – ICE personnel responsible for fleet management of government vehicles.
51. IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
52. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within the U.S. Department of Homeland Security.
53. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
54. JUVENILE DETAINEE: Any detainee under the age of eighteen (18) years.
55. KEY PERSONNEL: Any one of the following positions employed by the Contractor; Warden or Facility Director, Assistant Warden or Assistant Facility Director, Supervisory Detention Officer, Training Officers, Quality Assurance Manager.
56. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
57. LOG BOOK: The official record of post operations and inspections.
58. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.
59. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
60. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
61. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
62. NEPA-COMPLIANCE DOCUMENT: A document by a Federal agency that records how the agency meets the requirements of NEPA through the evaluation of the proposed action. This document could be a CATEX, EA and FONSI, or EIS and ROD.
63. NON-CONTACT VISITATION: Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.
64. NON-DEADLY FORCE: The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.
65. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.
66. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office which implements a component-wide personnel security program.
67. ON CALL/REMOTE CUSTODY OFFICER POST: Posts operated as requested by the COR, or other ICE designee, and including, but not limited to, escorting and custody of

detainees for hearings, ICE interviews, medical watches, and any other location requested by the COR.

68. PAT DOWN SEARCH: A quick patting of the detainee's outer clothing to determine the presence of contraband.
69. PERFORMANCE WORK STATEMENT (PWS): That portion of the contract, which describes the services to be performed under the contract.
70. PHASE I ENVIRONMENTAL SITE ASSESSMENT (PHASE I ESA): An evaluation and report prepared to identify potential or existing environmental contamination liabilities associated with real property. Phase I ESAs must be carried out in accordance with the standard promulgated in ASTM 1527-13.
71. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
72. POST ORDERS: Written orders that specify the duties of each position, hour-by-hour, and the procedures the post officer will follow in carrying out those duties.
73. PREVENTIVE MAINTENANCE: A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.
74. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.
75. PRODUCTIVE HOURS: These are hours when the required services are performed and can be billed.
76. PROJECT MANAGER: Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.
77. PROPERTY: Refers to personal belongings of a detainee.
78. PROPOSAL: The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).
79. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement, or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
80. QUALITY ASSURANCE: The actions taken by the Government to assure requirements of the PWS are met.
81. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
82. QUALITY CONTROL (QC): The Contractor's inspection system which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

83. QUALITY CONTROL PLAN (QCP): A Contractor-produced document that addresses critical operational performance standards for services provided.
84. RECORD OF DECISION (ROD): A document that explains an agency's decision, describes the alternative the agency considered, and discusses the agency's plans for mitigation and monitoring, if necessary.
85. RELIEF FACTOR: Indicates how many persons it takes to fill a single job position for a single shift, taking into account vacation, sick leave, training days, and other types of leave.
86. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
87. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, strait-jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
88. SAFETY EQUIPMENT: This includes but is not limited to firefighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.
89. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit helps to ensure that there shall be no breach in the perimeter or interior security of the facility.
90. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls, and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
91. SECURITY PERIMETER: The outer portions of a facility, which provide for secure confinement of detainees.
92. SECURITY RISK – HIGH, MEDIUM, LOW:
High Risk Level – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity. These detainees may not be co-mingled with low custody detainees.
Medium High Risk Level – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior. These detainees have a history of violent or assaultive charges, convictions, institutional misconduct, or those with gang affiliation.
Medium Low Risk Level – (1.5) Detainees with no history of violent or assaultive charges or convictions, no institutional misconduct, and no gang affiliation.
Low Risk Level – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior. This level may not include any detainee with a felony conviction that included an act of physical violence. Low risk level detainees may not be co-mingled with high custody detainees.
93. SENSITIVE INFORMATION: Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

94. SIGNIFICANT EVENT NOTIFICATION REPORT (SEN): A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).
95. SPECIAL MANAGEMENT UNIT (SMU): A housing unit for detainees in administrative or disciplinary segregation.
96. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
97. STRIP SEARCH: An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.
98. SUITABILITY CHECK: Security clearance process for Contractor and all Contractor Employees to determine favorable suitability to work on a Government contract.
99. TOUR OF DUTY: No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
100. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements. All trainers must be certified, and certification shall be approved by the COR.
101. TRANSPORTATION COSTS: The cost of all materials, equipment, and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
102. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Transportation Officers exceeding the standard working hours. Contractor tour of duties will comply with all current federal, state, and local laws. This includes, but is not limited to, the Federal Motor Carrier Safety Administration, CFR 395.5 - Maximum driving time for passenger-carrying vehicles. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.
103. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

II. PERFORMANCE WORK STATEMENT

A. Objective

The objective of this contract is to obtain comprehensive detention services as detailed below for various levels as described within this document.

B. Background and Mission

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of detainees in removal proceedings, and those subject to a final order of removal from the United States.

The mission of ICE Enforcement and Removal Operations (ERO) is to identify, arrest, and remove aliens, who present a danger to national security or are a risk to public safety, as well as those who enter the United States illegally or otherwise undermine the integrity of immigration laws and border control efforts.

In implementing its mission, ERO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

C. Scope of Work

A Contractor-owned/Contractor-operated detention facility to house detainees on a 24 hour per-day, seven day per week, 365 day per-year basis.

The detention center shall provide safe and secure conditions of confinement based on the individual characteristics of a diverse population, including: threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues. The detention center shall provide easy access to legal services; abundant natural light throughout the facility; ample indoor and outdoor recreation that allows for vigorous aerobic exercise with extended hours of availability - a minimum of four hours per day of outdoor recreation; private showers and restrooms (where practicable); cafeteria style meal service; non-institutional detainee clothing; contact visitation, including special arrangements for visiting families, with extended hours including nights and weekends; private areas for attorney-client visits, with video teleconferencing capabilities; noise control; enhanced, but controlled freedom of movement (although the manner and degree of implementation may vary based on security levels); enhanced law library and legal resources; and enhanced programming, including religious services and social programs and dedicated space for religious services.

Detention services shall be preformed in accordance with optimal level of the most current version of the ICE Performance-Based National Detention Standards (PBNDS) 2011. The current version is PBNDS 2011 revised in 2016 available at (b)(7)(E)

(b)(7)(E) The contractor shall also abide by the March 7, 2014, DHS regulation under the Prison Rape Elimination Act of 2003 (PREA; P.L. 108-79), *Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities* (DHS PREA Standards) available at (b)(7)(E)

The Contractor shall be responsible for obtaining and maintaining American Correctional Association (ACA) accreditation under the most current version of the Adult Local Detention Facilities (ALDF) Standards to include any supplement. Conformance with the ACA ALDF Standards is required on the first day of contract performance and accreditation shall be obtained within one year of contract award.

The Contractor shall be responsible for obtaining and maintaining accreditation under the National Commission on Correctional Health Care (NCCHC) within one year of contract performance.

In cases where there is a conflict in standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the COR shall determine the appropriate standard.

The COR does not have the authority to modify the stated terms of the contract or approve any action that would result in additional charges to the Government beyond what is stated in the CLIN schedule. The CO shall make all modifications in writing.

The Contractor shall furnish all personnel, management, equipment, supplies, training, certification, accreditation, and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

DHS, ICE, federal entities, and third-party inspectors will conduct periodic and unscheduled audits and inspections of contract performance and the facility to ensure contract compliance. All inspectors shall have full access to the facility at all times and in all areas of performance. The Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Detainees are classified as High (Level 3), Medium High (Level 2), Medium Low (Level 1.5) or Low Risk (Level 1). Upon discovery that a detainee may be a juvenile, the Contractor shall immediately notify the COR and/or ICE-designee and follow the instructions of the COR or ICE-designee.

The Contractor shall not add any non-ICE detainee population to the facility from any other entity without the expressed prior written approval of the COR and/or ICE-designee.

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State and local laws, standards, policies, procedures for firearms requirements, or court orders applicable to the operations of the facility.

D. Facilities

1. Detention Space

The facility shall meet at a minimum all ACA and PBNDS 2011 revised 2016 requirements. Though not binding on existing detention space, the Contractor can also review the ICE Contract Detention Facility (CDF) Design Standards available as Addendum A.

The Contractor is encouraged to go beyond any minimum requirements to provide optimal detention services.

Business Permits and Licenses

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

ICE will review and approve all design documents and maintain approval of final inspection of the facility before occupancy.

See PWS Addendums for site-specific requirements.

2. USCIS Space

See PWS Addendums for specific requirements.

3. Executive Office for Immigration Review (EOIR) Space (in accordance with Addendum B – ICE EOIR Design Standards).

See PWS Addendums for specific requirements.

4. ICE Administrative Space

See PWS Addendums for specific requirements.

The Contractor is required to provide ICE Office and Support Space at or immediately adjacent to the Contractor provided detention facility.

All office, administrative, support and multiple use space shall be complete with appropriate electrical, communication, and phone/fax/VTC connections. VTC connections shall use a PRI (T1) connection at a minimum.

All furniture and case goods shall be furnished by the Contractor.

See PWS Addendums for specific requirements.

The ICE Administrative space shall be clean, free from mold, climate controlled, with an HVAC thermostat located outside a private office (within open space) controlling no more than 2,000 square feet. The ICE Administrative space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The ICE Administrative space shall also be secure and inaccessible to Contractor staff, except when specific permission is granted by on-site ICE staff. The Contractor shall be responsible for all maintenance, security, and janitorial costs associated with the ICE Administrative space. All janitorial and maintenance within the ICE administrative and support space is the responsibility of the contractor. All ICE administrative and support space shall be cleaned daily (between the hours of 8 a.m. and 4 p.m.) by Government cleared contractor janitorial staff. Contractor is responsible for coordinating clearance activities for their janitorial staff with the Government and for costs associated with clearance.

a) Additional Requirements for ICE Administrative Office Space

1) Furniture

All furniture and case goods shall be furnished by the Contractor. Any systems furniture, such as cubicles, shall be electrically hardwired to the building electrical support by the contractor, and have bottom raceways for data and telecommunications. The systems furniture must have knockouts within the bottoms raceways as well as numerous grommets within the work surface. The system furniture must have some universal requirements for a workspace to include; a desk, chair, desk storage, overhead storage (with locking flipper doors) and lighting capacity under the overhead storage.

Cubicles should be a standard size of a minimum of 190 usable square feet, unless otherwise authorized by the COR.

See PWS Addendums for specific requirements.

2) ICE Information Technology (IT) Equipment

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

See PWS Addendums for specific requirements

3) Communication and VTC

The Contractor is responsible for providing phone/fax/Internet/VTC services through their local provider and responsible for the costs for such services.

5. Parking Spaces at the Contracted Detention Facility:

The Contractor shall provide hard surface (concrete) parking for all ICE employees and visitors at no additional cost. The Contractor must provide ICE Employee parking in a secure surface (concrete) striped parking lot. The ICE employee parking shall be well lit and shall drain well. The ICE employee parking shall be striped and have reserved spaces painted as directed by the COR. The ICE employee parking shall have an automated entrance and exit gate, operated by the contractor provided building access badge system.

The Contractor shall provide an on-site hard surface (concrete) parking lot for visitors. Street parking for ICE visitors is not acceptable.

See PWS Addendums for specific requirements

E. Armed Transportation Services:

1. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COR or designated ICE official, including the transportation of detainees to various appointments. Regular transportation to key sites shall be provided as necessary and additional transportation requirements as requested by the COR or ICE designee. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation. Duties performed by these officers shall not incur any additional expenses to the Government.

The Contractor shall assign, at a minimum, (b)(7)(E) teams of transportation officers whenever necessary throughout a 24-hour period, 7 days a week, including weekends and holidays. When transporting detainees of the opposite gender, assigned transportation staff shall call in their time of departure and odometer reading; and then do so again upon arrival, to account for their time. Except in emergency situations, a single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

2. The Contractor shall furnish suitable vehicles in good condition, approved by the Government and in-line with the PBNDS 2011 requirements, to safely provide the required transportation services per facility as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for

all vehicles used for transportation. The Contractor shall provide parking spaces for the required vehicles at the facility.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately-owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with PBNDS 2011. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to:

(b)(7)(E)

See PWS Addendums for specific requirements.

3. If ICE authorizes the Contractor to use Government furnished vehicles, the following requirements apply to this agreement.
 - a) The Government will provide the Contractor with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE designated facilities (see Route List or Analysis specific to each Requirement), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
 - b) The Contractor agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Contractor, its employees and or persons acting on behalf of the Contractor. The Contractor shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Contractor agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
 - c) In addition, the Contractor agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Contractor, agents, or other persons acting on behalf of the Contractor. The Contractor agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Contractor employees or agents, the Contractor agrees to reimburse ICE for said settlement or adverse judgment.

- d) In order for ICE to maintain accurate fleet records of the transportation services, the Contractor officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used.
 - e) The COR or ICE Vehicle Control Officer will provide forms to the Contractor to request and authorize routine maintenance of vehicles.
 - f) The Contractor shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees, or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
4. The Contractor personnel provided for transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this contract. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and meet the federal and state licensing requirements.
 5. All transportation Detention Officers (b)(7)(E) in the performance of these duties. The Contractor shall supply and maintain restraining equipment, per PBNDS 2011 Standard 1.3 "Transportation (by Land)." ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
 6. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COR or ICE designee; overnight lodging expenses shall be billed at rates not to exceed the applicable GSA per diem rates. Transportation shall be accomplished in the most economical manner and in accordance with the applicable GSA per diem rates.
 7. The Contractor shall, upon order of the COR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Contractor shall then transport the detainee to the detention site.
 8. The COR may direct the Contractor to transport detainees to unspecified, miscellaneous locations, within a 250-mile radius of the facility.
 9. When the COR or ICE- designee provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients or his or her designee. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

10. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with the current status of all vehicles and post assignment employees.
11. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having deductions made for non-performance.
12. ICE anticipates normal transportation requirements other than hospital visits and local needs. In addition to unspecified or miscellaneous locations, the contract facility must support transportation to and from locations as directed by ICE COR or designee. All transportation reports must be submitted to the COR within two business days of trip completion.

See PWS Addendums for specific requirements.

13. Monthly Status Report: The report will include, at a minimum, the information required by a G-391 for every trip as indicated in the G-391 attachments (see Attachments 1A & 1B). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. A breakdown of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month.

F. On-Call Guard Services

1. The Contractor shall provide on call guard services as requested by the COR or ICE-designated official and shall include, but is not limited to, escorting and guarding detainees to medical or doctor appointments; hearings; ICE interviews; and any other remote location requested by the COR or ICE designee. Qualified guard personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Upon the order of the COR or ICE designee or in an emergency, the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COR.
2. The numbers and frequency of these services shall vary, but to the extent possible, the COR or ICE designee shall notify the contractor four hours in advance of such need and of a schedule for the remote post to be manned. One guard shall be authorized for such post unless the COR specifies additional guards are required.
3. The following notes are applicable to the above posts:

- a) All on call posts require at least one guard that is of the same sex as the detainee.
- b) Additional officers for each post assignment may be required at the direction of the COR when operationally necessary.
- c) All necessary meals shall be provided by the contractor when the detainees(s) are in the custody of the contractor.
- d) The contractor remains responsible for providing security and preventing escapes.

The itemized monthly invoice for such on-call guard services shall state the number of hours being billed, the duration of the billing (times and dates to include travel to and from location being guarded) and the names and "A" numbers of the detainees who were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual on call guard services provided at the negotiated rate.

G. Notice to Proceed

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract. Therefore, ICE may perform required assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP).

If ICE determines that the Contractor is capable of accepting detainees, the NTP will be issued by the Contracting Officer. The Contractor shall be prepared to begin performance and accept detainees immediately upon issuance of the NTP. Performance may begin with staged capacity or open with full capacity, as stated in the NTP. Performance includes, but is not limited to, preliminary fitness determination and training documentation for an adequate number of facility staff. Preliminary fitness determinations may take up to 30 days on average to be adjudicated and depend upon the facility providing proper initiation documentation and individuals completing the required application and fingerprints once initiated.

The contractor shall submit in writing a Quality Control Plan (QCP) and all other plans, policies, and procedures, including those identified in the PBNDS 2011 and ACA standards to the COR for review and concurrence prior to issuance of the NTP. Once written concurrence has been granted by the COR, these plans, policies, and procedures shall not be modified without the prior written approval of the COR. The Contractor's operational and/or corporate policies that do not impact ICE operations (i.e. policies on employee sick days, vacation days, etc.) do not have to be reviewed or approved by ICE.

III. GENERAL

A. Notification and Public Disclosures

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

B. Records

All records related to contract performance shall be retained in a retrievable format for three years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract, in a format acceptable to the CO and COR.

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

The Contractor shall notify the COR and ICE designee when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility. All such visits shall be in compliance with PBNDS 2011, Standard 7.2 "Interviews and Tours." The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website:
<http://www.ice.gov/about/news/contact.htm>.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. The Contractor shall be responsible for detainee record keeping services and personal property. See Part 2 of 2011 PBNDS at www.ice.gov/detention-standards/2011

The Contractor shall safeguard all records related to the operation of the facility. All records will remain the property of the U.S. Government.

C. Right of Refusal

The Contractor retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification. Examples of such justification are: any detainee found to have a medical condition that requires medical care beyond the scope of the Contractor's health care provider. In the case of a detainee already in custody, the Contractor shall notify ICE and request such removal of the detainee from the Facility. The Contractor shall allow ICE reasonable time to make alternative arrangements for the detainee.

D. Hold Harmless

The Contractor shall protect, defend, indemnify, save, and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees, or anyone for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses, and attorney's fees incurred as a result of any such claim, demand, cause of action, judgment, or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees, or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of receipt. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

E. Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control

Plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. The Contractor shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO for review and approval. The CO may modify the contract to include these changes.

F. Quality Assurance Surveillance Plan (QASP)

ICE has developed a Quality Assurance Surveillance Plan (QASP), Attachment 2, pursuant to the requirements of the PWS. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - a) Define the roles and responsibilities of participating Government officials.
 - b) Define the types of work to be performed.
 - c) Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - d) Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials
 - a) The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
 - b) The Contracting Officer (CO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, cost and property control. The CO shall review the COR's evaluation of the Contractor's performance and invoices. If applicable, deductions or withholdings will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

G. Contractor's Failure to Perform Required Services

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in the contract. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

H. Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

I. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COR(s) on a monthly basis or as deemed necessary by either party. These meetings will provide a management level review and assessment of Contractor performance, and a discussion and resolution of problems.

IV. PERSONNEL AND STAFFING

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFIED (SBU) CONTRACT DETENTION FACILITY

SECURITY REQUIREMENTS

General: Performance under this Contract Detention Facility agreement (will) require(s) access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.

- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have in engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

A. General

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in the resultant contract agreements require that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

B. Preliminary Fitness Determination

ICE will exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for contractor employees, based upon the results of a Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be

considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process.

C. Background Investigations

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), “Questionnaire for Public Trust Positions” Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.
3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment

in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This time-line is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to

accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

D. Transfers from Other DHS Contracts:

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

E. Continued Eligibility

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is received, to evaluate continued Fitness of contractor employees.

F. Required Reports

The Contractor will notify OPR-PSU, via the COR, of all terminations/resignations of contractor employees under the contract within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes of terminated/resigned employees to the COR. If an identification card or building pass is not available to be returned, a report must be submitted to the COR referencing the pass or card number, name

of individual to whom issued, the last known location and disposition of the pass or card. The COR will return the identification cards and building passes to the responsible ID Unit.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU, via the COR, as soon as possible. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the contractor employees' name and social security number, along with the adverse information being reported.

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*"

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

G. Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COR on all security matters, to

include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

H. Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

I. Information Technology Security Training and Oversight

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractor employees, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. System Administrators should be aware of any unusual or

inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

J. Facility Staffing Plan, Floor Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan to include relief factors and the agreed upon detainee ramp schedule. The number, type, and distribution of staff as described in the contract-staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type, and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of (b)(7) of the total ICE-approved staffing plan. The approved staffing levels for detention/correctional officers shall not fall below a monthly average of (b)(7). Each month, the Contractor shall submit to the COR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 60 days. Failure to fill any individual position within 60_90_60 days of the vacancy may result in a deduction by the CO from the monthly invoice if the vacancy in combination with other vacancies regardless of duration brings staffing levels below (b)(7). The deduction shall be based on the daily salary and benefits of the vacant position. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted. No deduction shall apply during any period the Contractor documents that a vacant position was covered through the use of overtime, contract staff or otherwise. Each month, the Contractor shall submit to the COR any Key Personnel that will be absent from the facility for over five working days. If the Key Personnel will be absent for over five working days and the contractor will not provide an "acting" position to backfill that Key Personnel position during the absence, the CO has the right to make a deduction based on the daily salary and benefits of the absent Key Personnel position.

1. Minimum Staffing Requirements

Exclusive of the agreed upon ramp periods, the Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COR on a daily basis.

2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions

and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the approved Warden, another qualified person who meets the Warden position and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of the Warden in providing oversight and direction to contract Detention Officers and interfacing with ICE CORs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

3. Key Personnel

The Contracting Officer shall provide written approval before any employee is assigned as key personnel to perform duties under this contract. The Contractor shall have key personnel employed and available for duty before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a) **Facility Administrator** - The Facility Administrator shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree, as practiced in the federal hiring process. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b) **Assistant Facility Administrator** - The Assistant Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c) **Supervisory Detention Officers.** Supervisors must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (e.g., civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement, as practiced in the federal hiring process.

- d) **Training Officers.** Certified instructors shall conduct all instruction and testing of Contractor personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COR must approve the instructor prior to any training.
- e) **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.

4. **Facility Floor Plan and Guard Post Map**

The Contractor shall provide a facility floor plan which clearly identifies all recommended detention guard posts and corresponding guard shift requirements (e.g. 24/7, 8 hours M – F, weekend-only, etc.). The floor plan shall be submitted with the facility staffing plan and shall be approved by ICE technical expert prior to commencement of services under this contract. Changes to the guard posts or shift requirements shall be approved by the CO/COR.

5. **Organizational Chart**

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO or COR upon request.

K. Employee Health

<https://www.osha.gov/law-regs.html>

<https://www.osha.gov/Publications/QandA/osha3160.htm>

Employee health files for all Offeror's Medical Service Providers employees must be maintained on-site. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

1. Initial and annual TB infection screening results;
2. Vaccination records including results, titers, and Immunization Declination Form(s);
3. OSHA 301 Incident forms;
4. Blood borne pathogen exposure documentation;
5. Respirator medical clearance;
6. Respirator fit test results; and
7. Other employee health documents.

The Medical Service Provider may initiate employment of an individual who has initiated the required vaccines schedule, and the individual hired may begin work on the contract as long as they meet all subsequent vaccine schedule requirements until fully vaccinated.

All Medical Service Providers' personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
 - a) Chest x-ray if employee has a history of latent TB infection (LTBI), treatment history for LTBI or TB disease, if applicable; and
 - b) Additionally, on an annual basis and at own expense, Medical Service Provider shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.
2. Recommended Immunizations

Individuals employed by the Medical Service Provider in a custody or detention environment are at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. These diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for the Medical Service Provider's personnel. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required, and the Contracting Officer Representative must be notified of the refusal. ICE reserves the right to refuse Medical Service Provider employees that refuse vaccines.

- a) Hepatitis A;
- b) Hepatitis B;
(Note: The U.S. Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Refer to OSHA regulations
https://www.osha.gov/OshDoc/data_BloodborneFacts/bbfact05.html
- c) Varicella;
- d) Measles, Mumps, Rubella (MMR);
- e) Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f) Annual seasonal influenza.

The Medical Service Provider's personnel will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. It is recommended that the CDC's Immunization of Health- Care Workers: Recommendations of the Advisory Committee on

Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC) be used as a reference for employee health immunization issues.

L. Contractor's Employee Rules

The Contractor shall provide employee rules or policies, which, at a minimum, address the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor shall provide a copy of the rules or policies to the Contractor's employees at the facility. Upon request by the COR, the Contractor shall document to the Government that all employees have reviewed a copy of the rules or policies.

M. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).

5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against an offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

N. Removal from Duty

If the COR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
8. Introduction of contraband into or onto the facility.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Contractor shall take action immediately and notify the COR when

the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook;"
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, contraband, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Undue fraternization with detainees as determined by the COR;
13. Repeated failure to comply with visitor procedures as determined by the COR;
14. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
15. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
16. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
17. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

O. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is

performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

P. Dual Positions

In the event that a supervisory detention officer is not available for duty the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

Q. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. The Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

R. Personnel Files

The Contractor shall maintain a system of personnel files and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

S. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

1. Uniforms

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. The rank of authority must be prominently displayed as part of each uniform. A shoulder patch should distinctly identify the Contractor. Uniforms and equipment do not have to be new but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded, or considered too worn by the COR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt, jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder,

handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COR for approval.

2. Identification Credentials

The Contractor shall ensure that all employees, both uniformed and non-uniformed (if applicable), have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a) A photograph that is at least one-inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b) A printed document that contains personal data and description consisting of the employee's name, gender, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c) To avoid the appearance of having Government issued badges, the contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COR.

T. Permits and Licenses

1. Licensing of Employees

The Contractor shall ensure each employee has registrations, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is performed prior to EOD. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

2. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor shall not extend its services into any other areas.

U. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, or telephones for any purpose other than as authorized by ICE. Contractor employees shall

not enter any restricted areas of the detention centers unless necessary for the performance of their duties.

V. Work Schedules

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. At the completion of each shift, the Contractor shall, upon request of the COR, also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees. A Contractor Supervisor shall conduct regular post checks to ensure personnel are on duty. When a contract employee is not being utilized at a given post, the Contractor at the direction of the COR or ICE designee may reassign him/her to another post.

2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.

a) Recording Presence

The Contractor shall direct its employees to sign in when reporting for work and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between

signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

b) Rest Periods

When the Contractor or a contractor supervisor authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.

c) Work Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Contractor shall enforce the procedure without exceptions.

W. Training

All training shall be conducted in accordance with PBNDS 2011, Standard 7.3 "Staff Training." Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or E-training techniques, unless approved in writing by the CO via the COR, shall not be used. The training site shall be provided at no additional cost to the Government.

1) General Training Requirements

All Officers must have the training described in the ACA Standards and in this subsection. The Contractor shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, prior to EOD and 40 hours of on-the-job training within the first month of employment. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The

Contractor's Training Officer shall send a copy of the documentation to the COR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training for each employee. During the remainder of the first year on duty, the Contractor shall cause the employee to have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

a) Basic Training Subjects

Officers must complete the training required in accordance with the ACA and PBNDS 2011. Required training may include but not be limited to the following:

- | | |
|---------------------------------------------------------------|-------|
| 1) In-service Orientation/Social Diversity | 2 HRS |
| 2) Counseling Techniques/Suicide Prevention and Intervention* | 2 HRS |
| 3) Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |
| 4) Bomb Defense and Threats | 1 HR |
| 5) Telephone Communications/Radio Procedures | 1 HR |
| 6) Annual IT Security Training | 1 HR |
| 7) Fire and other Emergency Procedures | 2 HRS |
| 8) Treatment and Supervision of Detainees | 2 HRS |
| 9) ICE Use of Force Policy | 2 HRS |
| 10) Security Methods/Key Control/Count | 1 HR |
| 11) Procedures/Observational Techniques | 4 HRS |
| 12) EEO/Sexual Harassment | 2 HRS |
| 13) Detainee Escort Techniques | 1 HR |
| 14) ICE Paperwork/Report Writing | 2 HRS |
| 15) Detainee Searches/Detainee Personal Property | 4 HRS |
| 16) Property/Contraband | 2 HRS |
| 17) Detainee Rules and Regulations | 2 HRS |
| 18) First Aid* | 4 HRS |
| 19) Cardiopulmonary Resuscitation (CPR)* | 4 HRS |
| 20) Blood-borne Pathogens* | 2 HRS |
| 21) Self Defense | 8 HRS |
| 22) Use of Restraints | 5 HRS |
| 23) Firearms Training** | |
| 24) Sexual Abuse/Assault Prevention and Intervention* | 2 HRS |
| 25) ICE National Detention Standards | 2 HRS |

All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with the ACA Standards and PBNDS 2011. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COR.

** Critical Training Subjects*

*** Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency semi-annually.*

b) Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

c) On-the-Job Training

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions to be completed within a month of employment.

This training includes:

- 1) Authority of supervisors and organizational code of conduct.
- 2) General information and special orders.
- 3) Security systems operational procedures.
- 4) Facility self-protection plan or emergency operational procedures.
- 5) Disturbance Control Team training.

d) Training During Initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COR and/or CO, prior to the commencement of training.

e) Basic First Aid and CPR Training

All Contractor employees shall be trained in basic first aid and CPR. They must be able to:

- 1) Respond to emergency situations within four minutes.
- 2) Perform cardiopulmonary resuscitation (CPR).

- 3) Recognize warning signs of impending medical emergencies.
- 4) Know how to obtain medical assistance.
- 5) Recognize signs and symptoms of mental illness.
- 6) Administer medication.
- 7) Know the universal precautions for protection against blood-borne diseases.

2) Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training must include at a minimum, the following management areas (in addition to 20 more hours of training):

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

Additional classes are at the discretion of the Contractor with the approval of the COR.

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

3) Proficiency Testing

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

4) Certified Instructors

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

5) Training Documentation

The Contractor shall submit a training forecast and lesson plans to the COR or ICE designee at least 30 days prior to all training. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

V. DETENTION SERVICES

A. Detention Site Standards

The Contractor shall ensure that detention sites conform to PBNDS 2011. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

1. Be clean and vermin/pest free.
2. Have a suitable waste disposal program.
3. The Contractor shall provide and distribute suitable linens (sheets, pillow cases, towels, etc.). The Contractor shall launder and change linens per PBNDS 2011 4.5 Personal Hygiene.
4. The Contractor shall provide and distribute appropriate clean blankets.
5. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
6. The Contractor shall provide and distribute articles of personal hygiene (e.g., soap, personal deodorant, toothbrush, toothpaste, comb, toilet paper, and shaving equipment).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COR, ICE designee, or other officials to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COR for approval.

B. Language Access

The Contractor is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and

translation or bilingual personnel for necessary communication with detainees who do not speak or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then, only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Contractor should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

C. Health and Medical Care Policies

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

1. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policies and procedures for prompt summoning of emergency medical personnel.
3. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
4. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
5. The Contractor shall notify the COR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

D. Medical Services

The Contractor must provide adequate space for health services, to include office and support space within the medical clinic.

The Medical Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the current PBNDS 2011, NCCHC and/or the ACA standards that are in place at the time of this agreement, including but not limited to intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the FY 2019 ICE Health Service Corps (IHSC) National Formulary (Attachment 3) and IHSC Form 067 Request for approval of non-formulary medications (Attachment 4) or equivalent. Elicitation of a history and provision of required vaccinations per the Centers for Disease Control and Prevention (CDC) and the Advisory Committee for Immunization Practices (ACIP) recommendations is a requirement of all contractors providing health care services for ICE detainees, at a minimum to address the population that are the highest risk (i.e. Diabetics, HIV, Cancer, Seizure, Heart Disease, Asthma, Cancer and over the age of 50, pregnant females and other special populations), as well as those necessary to address pandemic events according to guidance provided by the IHSC Field Medical Coordinator (FMC). On-site routine labs and CLIA waived testing will be a requirement of the Medical Service Provider. Off-site labs

must be approved through the Medical Payment Authorization Request (MedPAR) system and will be paid for by IHSC. All routine medical supplies will be provided at no additional cost to the government or the ICE detainee. All of the above costs except off site specialty care, emergent care, hospitalizations and approved formulary and non-formulary retail purchases of medications and durable medical equipment will be included in the bed day rate for this contract.

One exception, as noted above, would be any approved prescription medications that must be filled at a retail pharmacy location, to include: approved non-formulary medications, or any approved newly marketed medication not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for approval of retail purchases of medications is required of the clinical medical authority, as designated through the position description submitted by the Medical Service Provider, and durable medical equipment will be made available through the MedPAR system with assistance of the IHSC Field Medical Coordinator (FMC) or designee as needed.

1. In the event of a medical emergency, the Medical Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport to an appropriate emergent care facility, as needed. The Medical Service Provider shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Medical Service Provider or detainee incur any financial liability related to such services. All such services are submitted for approval through the MedPAR system. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post-approval for emergent care will be the IHSC FMC assigned to this location.
2. The Medical Service Provider shall furnish a twenty-four (24) hours/seven days per week emergency medical/dental/mental health care contact list which must include local hospitals and other off-site specialty care providers. The Medical Service Provider shall ensure they have access to an off-site emergency medical provider at all times.
3. The Medical Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area, including any isolation rooms as well as other special housing areas within the facility. The Medical Service Provider must provide training on all emergency plans to the on-site medical staff, both initially and annually after hire.
4. A separate medical record, apart from the resident's social record/or alien file, is to be maintained by the authorized Medical Service Provider. Medical records will be created and maintained by the responsible authorized Medical Service Provider and/or the ICE contracted vendor. IHSC will have full and open access to all detainee medical records during custody and up through the record retention timeframe, and as stipulated by state and local regulations. These documents will be maintained and stored per the following:

- a) ICE Health Service Corps uses the following retention requirement to maintain detainee health records for 10 years after release from custody for adults; the records for minors will be maintained until the minor reaches the age of 27 years. Records will be maintained in a format that is easily accessed and, in a location, that is secure, pest and vermin free environment, protected from fire, flood, humidity, dust, mildew, mold, and preferably climate controlled.
 - b) A copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany each detainee outlining necessary care during transit and initial period of detention entry into another facility, including current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel. It is preferred that the Medical Service Provider seek to provide an Office of the National Coordinator (ONC) certified electronic health record for recording all detainee encounters. If a paper record is used, the record format must adhere to the NCCHC and/or other National Health Record format.
5. The Medical Service Provider shall furnish on-site health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Medical Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Medical Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those spelled out in the current PBNDS 2011 and based on community standards of care.
 6. The Medical Service Provider shall ensure that all health care providers utilized for the care of ICE detainees are credentialed, to include: primary source verification, current licensure, certifications, and/or registrations within the State and/or City where they treat the detained population, and inquiry regarding sanctions or disciplinary actions (i.e. National Practitioner Data Bank). The Medical Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract (Attachment 5). The Medical Service Provider shall ensure that all health care staff employed under this agreement to provide care to ICE Detainees shall be licensed and/or certified as required by the State in which the designated facility covered under this agreement resides. At no time will unlicensed and/or uncertified health care staff provide care to ICE Detainees.
 7. The Medical Service Provider shall ensure that its healthcare system /employees solicit from each detainee requests for healthcare (sick call) daily and that this is tracked through a written system of accountability and within the health record with care delivered per current PBNDS 2011, NCCHC and/or ACA standards.
 8. On-site health care personnel shall perform initial medical screening within 12 hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the PBNDS 2011 Intake Screening Form (Attachment 6) or equivalent:

testing for TB infection and/or disease, and the elicitation and recording of past and present medical history (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also entail measurement of height, weight, and a complete set of vital signs (BP, P, R, and T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern exhibited or verbalized by the detainee and observed by medical provider.

- a) **A full health assessment to include a history and physical examination shall be completed within the first 14 days of an adult detainee arrival unless the clinical situation dictates an earlier evaluation. Detainees with chronic medical, dental, and/or mental health conditions shall receive prescribed treatment and follow-up care with the appropriate level of provider and in accordance with the current PBNDS 2011, NCCHC and/or ACA standards.**
 - b) **Pregnancy Screening. Initial health screening will ensure that all female detainees/residents ages 10-56 complete a pregnancy test. The Field Operations Director (FOD) will be notified immediately regarding females determined to be pregnant, but no later than 72 hours after such determination. The field medical coordinator (FMC) and other IHSC personnel will coordinate with the Assistant FOD and /or FOD in ensuring that detention facility staff are aware of these notification requirements.**
9. The Medical Service Provider must provide detainees with access to medical services, preferably on-site, or with minimal wait times for community providers. Services provided shall include sick call coverage, provision of over-the-counter and prescription medications, treatment of minor injuries, treatment of special needs, mental health and dental health assessments. All travel medications must be provided per the current PBNDS 2011 requirement. The facility mental health program shall include appropriate group counseling, individual talk therapy, peer-support groups, and psychiatric services to meet the needs of the population.
 10. The Medical Service Provider shall furnish mental health evaluations as determined by the Facility Local Health Authority and in accordance with the current PBNDS 2011, NCCHC and/or ACA standards.
 11. If the Medical Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement (for example, condition needing life support, uncontrollable violence, or serious mental health condition), the Medical Service Provider shall notify their FMC and ICE. Upon such notification, the Medical Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee. The Medical Service Provider should expect to be requested and attest to ICE that the detainee is medically cleared for transportation and advise ICE of the necessary precautions and equipment

required for such transportation. IHSC FMC consultation regarding these matters is available at any time.

12. Hospitalization of Detainees

Upon order of the COR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. The contract employee will remain until relieved by another contract employee. Twenty-four-hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COR or other ICE designee. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COR(s) or other ICE designee prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COR or other ICE designee.

13. Manage a Detainee Death

The Contractor shall comply with PBNDS 2011, Standard 4.7 Terminal Illness, Advanced Directives, and Death, in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COR or ICE designee and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried, and release coordinated with ICE to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

14. The Medical Service Provider shall release any and all medical information for ICE detainees to IHSC representatives upon request.

15. The Medical Service Provider shall submit a Medical Payment Authorization (MedPAR) to IHSC for payment for off-site medical care (e.g. off-site lab testing, eyeglasses, prosthetics, specialty care, hospitalizations, emergency visits). The Medical Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.
16. The Health Authority of the Medical Service Provider shall notify ICE and the FMC as soon as possible if emergency off site care will be or was required; and in no case more than 72 hours after the detainee received such care. Authorized payment for all off-site medical and/or mental health services beyond the initial emergency situation will be made by the Veterans Administration Financial Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

17. The Medical Service Provider shall allow IHSC and ICE personnel access to its facility and ICE detainees' medical records for healthcare review, complaint investigations, and liaison activities with the local contract Health Authority and associated Medical Service Provider departments in accordance with HIPAA privacy exception at 45 CFR §§ 164.512 (k)(5)(i).
18. The Medical Service Provider shall provide ICE detainee medical records to ICE whether created by the Medical Service Provider or a sub-Medical Service Provider/vendor upon request from the Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i). This privacy exception allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:
 - a) The provision of health care to such individuals;
 - b) The health and safety of such individual or other inmates;
 - c) The health and safety of the officers or employees of or others at the correctional institution;
 - d) The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
 - e) Law enforcement on the premises of the correctional institution;
 - f) The administration and maintenance of the safety, security, and good order of the correctional institution; and

- g) Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

19. The VA Financial Services Center provides prescription drug reimbursement for individuals in the custody of ICE. Prescriptions are filled at local pharmacies which are part of the Script Care Network (or other designated Pharmacy Benefits Manager). Below is the process for obtaining prescriptions for ICE detainees:

- a) The Medical Service Provider shall request a group number which should be used at the pharmacy in conjunction with the BIN# 004410 and Processor Control # assigned by Script Care Network to designate the pharmacy benefit is for an ICE detainee. The custodial facility should either fax or take a copy of the prescription to their participating pharmacy and indicate that the prescription is for an ICE detainee.
- b) The pharmacy shall run the prescription through the Script Care network for processing.
- c) Formulary prescriptions will be dispensed; however, there will be no need for an exchange of cash between the pharmacy and custodial facility as the pharmacy will receive payment directly from Script Care.
- d) Non-Formulary prescriptions will follow the same procedure as formulary prescriptions; however, non-formulary medications will require prior authorization. The custodial facility will fax the Drug Prior Authorization Request Form to Script Care to 409-833-7435. The authorization will be loaded into the Script Care network and the pharmacy will receive a call indicating that the prescription has been approved. Non-Formulary urgent requests must be submitted in the above manner except an X should be placed on the form marked for URGENT REQUEST and faxed to 409-923-7391. The authorization shall be loaded into the Script Care network and the pharmacy shall receive a call indicating the prescription has been approved.

For further information regarding the Script Care Network please contact the VA Financial Services Center at 800-479-0523 or Script Care directly at 800-880-9988.

20. Facility Requirements for Infectious Disease Screening

The Medical Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including tuberculosis (TB) screening within the intake processing area.

a) Tuberculosis Screening

The Medical Service Provider will perform TB screening as part of the routine intake screening, which must be completed within 12 hours of detainee admission. TB screening will include, at a minimum, TB symptom screening and testing for TB

infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)], and the results are positive according to criteria, but have no symptoms suggestive of TB disease, must be evaluated with a chest radiograph within 5 days of the notification of a positive result.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the current PBNDS 2011 and all applicable CDC guidelines:

<http://www.cdc.gov/tb/publications/guidelines/default.htm>. If there is no clinical or radiographic evidence suggestive of TB disease the detainee can be housed with the general population. Only a trained and qualified health care provider can perform chest radiography if the site has this capability, and only a credentialed radiologist can interpret these radiographs. The facility will have an alternative non-punitive process in place for detainees who refuse the TB screening assessment.

The Medical Service Provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the ICE detainee number and other identifying information. For detainees with confirmed or suspected TB disease, the Medical Service Provider will coordinate with IHSC and the local health department to facilitate release planning and referrals for continuity of care prior to release. The Medical Service Provider will evaluate detainees annually for symptoms consistent with TB within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

b) Radiology Service Provider

If the Medical Service Provider utilizes radiology for TB screening, the requirement should be built into the established bed day rate for this contract. The cost of equipment, maintenance, staff training, interpretation of the radiographs by credentialed radiologists, and the transmission of data to and from the detention facility will be charged directly to the facility.

21. Airborne Precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, it is preferred that the HVAC system in the intake screening area be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>)

22. Language Access

The Medical Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished for necessary communication with residents who do not speak or understand English through professional interpretation and translation or qualified bilingual personnel. Oral interpretation should be provided for residents who are illiterate. Only during emergencies, and even then, only for that period of time and until appropriate language services can be procured, can facility residents be used for interpretation or translation services. The Medical Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom. In addition, deaf detainees or residents shall have access to a TTY telephone.

23. Standards of Medical Care

The Medical Service Provider is responsible for providing resources for evidence-based standards of medical care which can be used as a guide for treatment of most diagnosed health care concerns. See examples of resources below.

- a) Asthma
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- b) Chemical dependence/ Intoxication/ Withdrawal
Federal Bureau of Prisons Clinical Practice Guideline: Detoxification of the Chemically Dependent Inmate. See IHSC Operations Memorandum 11-004 dated June 9, 2011 for reference.
http://www.bop.gov/resources/health_care_mngmt.jsp
- c) Diabetes
Standards of Medical Care in Diabetes—2015 American Diabetes Association
http://care.diabetesjournals.org/content/38/Supplement_1
- d) Epilepsy
American Epilepsy Society
https://www.aesnet.org/clinical_resource_s/guidelines
- e) Gender Dysphoria
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- f) Hepatitis A and B

Federal Bureau of Prisons Clinical Practice Guidelines for Hepatitis A, Hepatitis B and Cirrhosis.

http://www.bop.gov/resources/health_care_mngmt.jsp

- g) Hepatitis C
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- h) HIV
NIH Guidelines for the Use of Antiretroviral Agents in HIV-1 Infected Adults and Adolescents
<http://www.aidsinfo.nih.gov/guidelines>
- i) Hypertension
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- j) Lipids
2013 American College of Cardiology/American Heart Association Blood Cholesterol Guideline
2011 American Heart Association Scientific Statement: Triglycerides and Cardiovascular Disease
<https://circ.ahajournals.org/content/123/20/2292.full.pdf>
- k) Sickle Cell Disease
IHSC Sample Clinical Practice Guidelines (Attachment 7)
- l) Tuberculosis
Tuberculosis Management Control Guide for IHSC Medical Clinics
Centers for Disease Control and Prevention
<http://www.cdc.gov/tb/publications/guidelines/default.htm>
- m) Depression
Federal Bureau of Prisons Clinical Practice Guideline: Management of Major Depressive Disorder
http://www.bop.gov/resources/health_care_mngmt.jsp
- n) Schizophrenia
Federal Bureau of Prisons Clinical Practice Guideline: Pharmacological Management of Schizophrenia
http://www.bop.gov/resources/health_care_mngmt.jsp

24. Quality Assurance (QA) Program

The Medical Service Provider shall implement an internal review and quality assurance program for the purposes of maintaining operations in accordance with the current PBNDS 2011, NCCHC and/or ACA.

The minimum data inputs for trending, analysis, planning, executing, and assessing the effectiveness of QA- and quality improvement (QI)-related activities and corrective actions will derive from data collected by means of formal incident reports (see below) and the IHSC electronic Quality Medical Care (QMC) Audit tool (Attachment 8). IHSC encourages facilities to collect additional data unique to the facility and its environment for use in their QA program.

The Medical Service Provider must complete and forward to the designated IHSC FMC the QMC tool report and an analysis of incident reports (Attachment 9) on a quarterly basis on the 10th of the month following the end of each fiscal year quarter (1st quarter –Oct, Nov, Dec; 2nd quarter-Jan, Feb, Mar; 3rd quarter-Apr, May, Jun;4th quarter-Jul, Aug, Sept).

The clinical operation will be audited by IHSC every 6 months. This audit will be conducted by a designated IHSC Healthcare professional. In addition to the audit mentioned above the facility will be assessed for maintaining compliance with the NCCHC, ACA, and the current PBNDS 2011 requirements.

The QA program shall include:

- a) Participation in a multidisciplinary QI committee;
- b) Collection, trending analysis, and evaluation of data, along with planning, interventions and reassessments;
- c) Analysis of the need for ongoing education and training;
- d) On-site monitoring of health service outcomes on a regular basis through:
 - 1) Chart reviews (including investigation of complaints and quality of health)
 - 2) Review of practices for prescribing and administering medication;
 - 3) Investigation of complaints and grievances;
 - 4) Monitoring of corrective action plans;
 - 5) Reviewing all deaths, suicide attempts and illness outbreaks;
 - 6) Developing and implementing QI activities or corrective actions plans to address and resolve identified problems and concerns;
 - 7) Reevaluating problems or concerns to determine whether QI activities or corrective actions implemented achieved and sustained desired results;
 - 8) Incorporating findings of internal review activities into the organization's educational and training activities;
 - 9) Ensuring records of internal review activities comply with legal requirements on confidentiality of records.
 - 10) External peer review on an annual basis for all independently licensed medical professionals.

The Medical Service Provider will achieve full NCCHC (Adult) accreditation within twelve months of the contract award. The service provided will maintain accreditation compliance at all times for the life of the contract.

25. Environmental Health

The Medical Service Provider shall implement all requirements of the Environmental Health and Safety sections of the current PBNDS 2011 in the health services areas, to include all areas where medical, dental, mental health, and intake medical screening services are performed. The Medical Service Provider shall implement all general housekeeping and environmental cleaning and disinfection in all areas where medical,

dental, mental health, and intake medical screening services are rendered, including routine and terminal cleaning of medical housing and medical isolation units.

26. Electronic Health Record (eHR)

The Medical Service Provider will be responsible to purchase and maintain an ONC-CCHIT commercial-off-the-shelf (COTS) eHR that is compatible with ICE Health Service Corps (IHSC) within 30 days of contract award. The Medical Service Provider shall procure and maintain their data in a GSA FedRAMP certified environment. The Government will provide the Medical Service Provider with the Government Furnished Information document for the Electronic Health Record (eHR). The Requirements Traceable Matrix (RTM) document (Attachment 10) will provide the Medical Service Provider with requirements and configurations for the eHR. The Medical Service Provider shall replicate all eHR configurations at their own expense, if an alternative and compatible product is proposed.

E. Detainee Voluntary Work Program (if applicable)

The Contractor shall develop a detainee work program plan with the approval of the CO prior to receipt of the Notice to Proceed. Detainee labor shall be used in accordance with the approved detainee work plan and will be paid \$1 day. The detainee work plan must be voluntary, and may include work assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained such as designated ICE workspace. Appropriate safety/protective clothing and equipment shall be provided to detainee workers. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

VI. REQUIRED ADMINISTRATION AND MANAGEMENT SERVICES

A. Manage the Receiving and Discharge of Detainees

1. In accordance with PBNDS 2011, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Contractor shall provide a detainee classification system that adheres to the requirements of PBNDS 2011, Standard 2.2 "Custody Classification System," and ensures detainees are classified appropriately using objective criteria. Detainees will be classified upon arrival, before being admitted to the general detainee population. The Contractor will periodically re-classify detainees, in accordance with the PBNDS 2011.

The Contractor may be required to access and utilize ICE detention booking system to properly book detainees in and out of ICE custody.

2. The Contractor shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity including but not limited to: positive identification, documentation preparation and review, provision of any sack lunches required, transportation, escorting and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

The time, point, and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

B. Manage and Account for Detainee Assets (Funds, Property)

The Contractor is solely responsible for all detainee personal property (i.e. stolen/misplaced goods due to Contractor negligence and/or mishandling of detainee personal property). The Contractor shall provide written policies and procedures in managing the detainee’s personal property.

The safeguarding of detainees’ personal property will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property. In accordance with the PBNDS 2011, every housing area shall include a designated storage area. This area shall contain a lockable or other securable space for storing detainees’ authorized personal property.

Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash or check, whichever is deemed appropriate by the ICE COR or ICE designee immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee. This includes the out-processing of detainees on all removal flights. For such removal flights, the Contractor will provide all necessary items for removal processing.

C. Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed, in accordance with the PBNDS 2011, 2.7 Key and Lock Control. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government-approved training program specializing in the operation of locks and locking mechanisms.

(b)(7)(E)

D. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with PBNDS 2011, Standard 2.11, “Sexual Abuse and Assault Prevention and Intervention,” and all facility requirements of DHS PREA (“Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in

Confinement Facilities,” 79 Fed. Reg. 13100 (Mar. 7, 2014), as outlined <https://www.govinfo.gov/content/pkg/FR-2014-03-07/pdf/2014-04675.pdf>. This program shall include training and/or information that is given separately to both staff and detainees.

E. Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing, and disseminating intelligence information regarding issues affecting safety, security, and the orderly running of the facility shall be developed. This information shall include, but not be limited to: (b)(7)(E)

(b)(7)(E)

(b)(7)(E) The Contractor shall share all intelligence information with the Government.

F. ICE Notifications

The Contractor shall immediately report all serious incidents as outlined in the detention standards to the Field Office Director or ICE designee and the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

The Contractor will complete all notifications to ICE/ERO as outlined in the PBNDS 2011.

G. Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP, in accordance with PBNDS 2011, Standard 1.1 Emergency Plans. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO.

The Contractor shall have written agreements with appropriate state and local authorities that will allow the Contractor to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of PBNDS 2011, Standard 2.15 Use of Force and Restraints.

H. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor shall comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor shall inform all personnel of the confidential nature of ICE detainee information.

The Contractor shall restrict access to data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

The Contractor may not disclose information pertaining to ICE detainees to a third party without written permission from the COR.

The Contractor shall develop a procedural system to identify and record unauthorized access or attempts to access ICE detainee information. The Contractor shall notify the COR or ICE-designee within four hours of a security incident.

I. Manage and Maintain a 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. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or ICE-designee. The commissary inventory shall be provided to the COR upon request. Notice of any price increases must be provided to the COR. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues shall be maintained in the facility commissary account and not commingled with any other funds. If funds are placed in an interest-bearing account, the interest earned shall be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Using these funds for any expense for which the Contractor is required to pay is prohibited. The Contractor shall provide independent auditor certification of the funds to the COR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any profits remaining in this account associated with detainee commissary purchases shall be made payable to the Treasury General Trust Fund and given/transmitted to the Contracting Officer.

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.

J. Manage and Maintain a Detainee Telephone System (DTS)

1. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in PBNDS 2011, Standard 5.6 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
2. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
3. Telephone rates shall not exceed the Federal Communications Commission (FCC) rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
4. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS Contractor to ICE detainees, based upon concurrence between ICE and the Contractor, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the

DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.

5. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. Notwithstanding any existing Telecommunications contract, the Contractor shall require the Telecommunications Company to provide connectivity to the DTS Contractor for detainee pro bono telephone calls. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

See PWS Addendums for specific requirements.

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all of the PBNDS 2011 pertaining to the security and control of the detention facilities. The Contractor shall adhere to local operating procedures within each facility.

The Contractor shall provide, install, and maintain a building access control system in all ICE and/or DOJ administrative space. The Contractor shall provide the Government administrative access and oversight role for system. The Contractor shall comply with ICE security plans.

B. Detainee Rights

The Contractor shall supervise, observe, and protect detainees from sexual abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall have a zero-tolerance policy for

incidents of sexual abuse or assault that may occur in the facility. Contract personnel shall adhere to ICE policies, procedures, and detention standards.

Detainees have the right to be free from discrimination for any reason, including race, religion, national origin, sex, sexual orientation, gender identity, physical ability, mental ability, or political beliefs.

C. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

D. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall have direct supervision monitoring each occupied housing unit. This direct supervision position or positions (determined by the size of the housing unit) is separate from the housing control post.

The Contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of DHS PREA, specifically §115.13, including the development of detainee supervision guidelines that are reviewed annually, as outlined at <https://www.govinfo.gov/content/pkg/FR-2014-03-07/pdf/2014-04675.pdf>.

E. Maintain a Video Surveillance Program

The Contractor shall ensure video surveillance of hallways, exits, and common areas. Additionally, surveillance systems shall be installed and updated in accordance with DHS PREA §115.18(b). A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Contractor is required to maintain the recordings and may not release them to anyone, unless approved by ICE. The Contractor shall retain recordings for a minimum of 90 days, or for the duration of any investigation as necessary for use by local law enforcement, ICE, or the Contractor

F. Log Books

The Contractor shall be responsible for completion and documentation of, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).

3. Entry and exit of vehicles and persons other than detainees, ICE staff, or Contractor staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

G. Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format. Contractor shall conduct a daily reconciliation of ICE detention manifest and the Contractor manifest to ensure accuracy. Any discrepancies in the reports shall be the responsibility of the Contractor to immediately rectify and brought to the attention of ICE.

The Contractor shall provide monthly status reports to the COR or ICE designee. Such reports shall include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports shall be submitted to the COR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

H. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in PBNDS 2011 2.8 Population Counts.

I. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the site, consistent with PBNDS 2011, Standard 2.4 "Facility Security and Control." They shall check

(b)(7)(E)

(b)(7)(E)

for operational wear and detainee tampering.

The Detention Officers shall also report slippery floor surfaces. This documentation shall be

made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COR of any abnormalities or problems. The Contractor shall immediately notify the COR or ICE designee on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

J. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Contractor shall notify the ICE-designee immediately or as soon as is practically possible.

K. Use of Force and Restraints

ICE restricts the use of physical force and restraints by Detention Officers. Any use of force or restraints must be in compliance with PBNDS 2011, Standard 2.15 “Use of Use of Force and Restraints.”

L. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COR or ICE-designee immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COR and ICE-designee with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COR to be negligent, reckless, or intentionally responsible for the escape. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious incident and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding for any applicable standards violations.

M. Evacuation Plan

The Contractor shall furnish 24-hour emergency evacuation procedures. The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, in accordance with PBNDS 2011, Standard 1.1 “Emergency Plans.”

N. Sanitation and Hygienic Living Conditions

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

O. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Contractor-furnished and in operating condition, except as otherwise noted.

The facility, whether new construction, expansion, or an existing physical plant, shall be operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations, or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation, or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population.

The facility, whether new construction, expansion, or existing physical plant, shall comply with the building codes under which it was permitted at the time of original construction. Whether the facility is new construction, or an expansion of an existing physical plant fire protection and life safety issues shall be governed by the building and life safety codes under which the facility was permitted at the time of original construction.

The facility, whether new construction, expansion, or existing physical plant, shall comply with the requirements in effect at the time of the original facility construction of the *Architectural Barriers Act of 1968* as amended and the *Rehabilitation Act of 1973* as amended. The standards for facility accessibility by physically handicapped persons as set forth in “Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition” (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations, and codes. The Contractor shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment – All fire detection, communication, alarm, annunciation, suppression, and related equipment shall be operated, inspected, maintained, and tested in accordance with the edition of the applicable NEC and Life Safety Codes under which the facility was permitted at the time of original construction.

The Contractor shall provide outside lighting sufficient to illuminate the entire facility and secure perimeter, subject to ICE’s visual inspection and approval.

For new construction, expansion, or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction or expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the facility (including disturbances), the Contractor shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COR. In cases of emergency the Contractor shall notify the COR promptly.

P. Environmental Policy Procedures:

1. National Environmental Policy Act (NEPA)

Any action funded in whole or in part by a Federal Agency, or requiring approval by a Federal Agency, must be evaluated in accordance with NEPA (42 U.S.C. § 4321) and related environmental laws and executive orders. Therefore, ICE requires the following deliverables from an offeror so that ICE may use the provided information to fulfill its obligations related to NEPA:

- a) The offeror must provide an Environmental Impact Evaluation, which shall include all necessary information for the agency to analyze the potential for environmental impact of a proposed action, assign a value to the level of impact (e.g., minor, moderate, or major), consider mitigation, and determine the level of significance; whether significant or not. An environmental impact evaluation is used by ICE to make a decision regarding the application of a CATEX, documentation in the form of an EA and FONSI, or a final EIS and ROD.
- b) ICE advises all offerors that, as part of the solicitation process, the offeror must provide information related to the environmental conditions of the proposed facility location(s). The offeror must provide a Phase I ESA conducted and reported in compliance with the ASTM International (ASTM) Designation E 1527-13, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process." For more information on how this report will figure into any evaluation for award, reference Section L and M of this solicitation.

2. Other Requirements

The successful awardee of any contract for detention space will remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts: *Clean Air, Clean Water, Endangered Species, Resource Conservation and Recovery*; and other applicable laws, regulations and requirements. The successful awardee of any contract for detention space will also comply with all applicable limitations and mitigation measures identified in any document prepared in conjunction with the contract pursuant to NEPA.

The successful awardee of any contract for detention space shall be responsible for and will indemnify and hold the Government harmless for any and all spills, releases, emissions, disposal, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the successful awardee will be considered the "owner and operator" for any facility utilized in the performance of the contract and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The successful awardee shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the successful awardee, its agent or designee, a detainee, visitors, or any third party.

If any spills or releases of any toxic or hazardous substance, any pollutant, or any waste into the environment occur, the successful awardee of any contract for detention space will immediately report the incident to the Contracting Officer's Representative (COR), or other ICE-designated

official as set out in the contract. The liability for any spill or release of such regulated substances rests solely with the successful awardee and its agent.

VIII. FOOD SERVICE

Manage Food Service Program in a Safe and Sanitary Environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program.

The Contractor shall provide a sack meal for detainees in custody and those who are absent during any meal or planning for departure, or meals for detainees on certain travel routes (upon order by the ICE COR or ICE designee). Further, the Contractor shall provide detainee sack meals as requested by ICE staff. The contents of the sack meals must be approved by COR or ICE designee.

At the COR's request, the Contractor shall provide sack meals for detainees in ICE custody, but not yet on the Contractor's premises.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with PBNDS 2011, Standard 4.1 "Food Service."

All food service preparation resources (appliances, freezers, food preparation tables, coolers) must be in operating condition. Additionally, the Contractor's kitchen will be in operating condition at the commencement of the contract.

IX. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COR of all such property. The Contractor shall assume all risk, and shall be responsible for any

damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration or termination of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Use of Government Wireless Communication Devices

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present. Cellular, telephone, and wireless boosters shall be provided, installed, and maintained by the Contractor to ensure optimal service throughout the facility and ICE and/or DOJ administrative areas.

X. FIREARMS / BODY ARMOR

A. Firearms Requirements

The Contractor shall provide well maintained or new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to replacement employees throughout the life of the contract as long as the firearm is in serviceable condition. See ICE Firearms Policy Attachment 11.

Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.

Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall adhere to the manufacturer’s specifications regarding ammunition retention, e.g., ammunition shall be properly rotated and older ammunition utilized prior to utilization of newer ammunition.

The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued (b)(7)(E) magazines.

The Contractor shall account for all firearms and ammunition daily. If any weapons or ammunition are missing from the inventory, the COR shall be notified immediately.

All firearms shall be licensed by the State.

Firearms shall be inspected. This shall be documented by the Warden/Facility Director.

Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

(b)(7)(E)

The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).

The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COR prior to beginning performance under this contract.

These lists shall be kept current through the terms of the contract and posted within each firearm's safe.

The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

A copy of this permit shall be provided to the COR at least three working days prior to the anticipated assignment date of any individual.

The Contractor shall ensure that its employees have all permits and licenses in their possession at all times while in performance of this contract.

The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.

The COR is responsible for receiving the proposed safes/vaults prior to usage and vetting them through the appropriate ICE officials. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.

The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.

The Contractor shall certify firearms training to the COR.

The Contractor shall certify proficiency in accordance with State requirements.

The Contractor shall provide an ICE approved intermediate weapon(s).

The Contractor shall assign one or more contractor staff to the positions of:

1. Ammunition Control Officer, and
2. Firearms Control Officer, per PBNDS 2011.

B. Body Armor Requirements

The Contractor shall provide body armor to all armed Detention Officers and armed supervisor(s) (b)(7)(E) The body armor shall meet all requirements as set forth in the ICE Body Armor Policy. See ICE Body Armor Policy, Attachment 12.

The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

The use of personally-owned body armor is not authorized.

XI. TRANSITION

A. Transition-In

The Contractor shall be responsible for the transition of all activities identified in this PWS. The Contractor's transition-in shall be accomplished as expeditiously as possible, with a maximum transition-in period of 60 days after contract award. The transition-in process shall not adversely impact the work being done by the outgoing Contractor. It shall be conducted in a manner consistent with safe operation requirements. The Contractor shall submit a final Transition-in Plan for approval by the Contracting Officer's Representative (COR) within two (2) weeks after award reflecting input from the COR as well as all necessary activities to facilitate the transition of services to the Contractor and expected completion dates of those activities. All activities must be completed during transition periods. The Transition-In Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all Government Furnished Equipment and Property (GFE/GFP);
- Transfer of documentation;
- Transfer of current project activities;
- Workplace logistics and staffing plan: Identification of the key personnel transition team members by name, position, EOD, clearance, start date, and responsibilities;

- Coordination of knowledge transfer sessions with the incumbent Contractor;
- Favorable EOD for all Contractor staff from the ICE Personnel Security Unit (PSU);
- Coordination of transition with COR;
- Any additional information required by other clauses contained in this contract.

The Transition-in Plan shall be approved by the COR and describe the Contractor’s process for transitioning from the incumbent with no disruption in operational services.

B. Transition-Out

The Contractor shall be responsible for the transition-out of all technical activities identified in this PWS during the final, awarded period of performance. The Contractor shall submit the Transition-out Plan two (2) months prior to the completion of the period of performance of this contract. The Contractor’s Transition-out Plan shall be approved by the COR. The Contractor shall complete the transition by the end of the period of performance of this Task Order. The Transition-Out Plan shall address, at a minimum, the following areas:

- Inventory and orderly transfer of all GFE/GFP
- Briefing on all in-progress and committed items.
- Any additional information required by other clauses contained in this contract.

The Contractor shall fully support the transition of all requirements to any successor to ensure no disruption in operational services.

.....

**SECTION D:
PACKAGING & MARKING**

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

[END OF SECTION D]

**SECTION E:
INSPECTION AND ACCEPTANCE**

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following 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 can be accessed electronically at this internet address:

<https://www.acquisition.gov/browse/index/far>

Clause Number	Clause Title	Date
52.246-4	Inspection of Services – Fixed Price	Aug 1996
52.246-6	Inspection of Services – Time and Material and Labor Hour	May 2001

E.2 INSPECTION REQUIREMENTS

Review of Deliverables ---

- a. The COR will provide written acceptance, comments and/or change requests, if any, within thirty (30) business days from receipt by the Government of the initial deliverable.
- b. Upon receipt of the Government comments, the Contractor shall have fifteen (15) business days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.
- c. If written acceptance, comments and/or change requests are not issued by the Government within thirty (30) calendar days of submission, the draft deliverable shall be deemed acceptable as written and the Contractor may proceed with the submission of the final deliverable product. The Contractor shall provide all deliverables to the COR in Microsoft Excel, PowerPoint or Word format.

Section E

E.3 DELIVERABLES CHART (Note that some of these deliverables are due upon submission of Proposal):

#	Deliverable	Due Date
1	Quality Control Plan	With Proposal Submission; Updated as Needed
2	Plans, Policy and Procedures Manual	Plans, Policy, Procedures Manual: 5 days after award
3	Standard Operating Procedures	Within 30 calendar days of award of contract
4	Post Orders	Within 30 calendar days of award of contract, annually and as requested by the COR.
5	Communication Plan	With Proposal Submission; Updated as Needed
6	Resumes of Key Personnel	Submitted within 5 days after award. For all new candidates, prior to Entry on Duty (EOD)
7	Organizational Chart	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
8	Staffing Plan	With Proposal Submission and after that anytime as requested by the COR.
9	Documentation of employee receipt of ICE Operations Policy/Procedure Manual	As requested by COR
10	Contractor employee certification for standards of conduct	As requested by COR

Section E

11	Contractor employee violation of standards of conduct and disciplinary action	Reported immediately* to COR
12	Notification of change in employee's health status	Notification immediately to COR (immediate verbal report, with written follow-up)
13	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Notification immediately to COR (immediate verbal report, with written follow-up)
14	Report of any on contract employee misconduct	Notification immediately to COR (immediate verbal report, with written follow-up)
15	e-QIP Security Process	Prior to Entry on Duty (EOD)
16	Physical Force Incident Reports	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
17	Report of escapes	Reported to COR immediately (immediate verbal report, with written report within two (2) hours of incident)
18	Physical harm or threat to safety, health or welfare	Reported to COR immediately (immediate verbal report, with written report within 24 hours of incident)
19	Drug Test Results	Upon EOD and as requested by COR, or reported immediately to COR upon found violation
20	Emergency Call Back Roster	Quarterly or as needed
21	Finalized Training Plan, with Curriculum	Within 30 calendar days of contract award
22	Quarterly Training Forecast	Quarterly

Section E

23	Training certification and reports for formal and on the job training (including Supervisors and refresher)	As requested by COR
24	Daily Time Sheet	As requested by COR
25	Emergency Action Plan to include Auxiliary Power procedures	No Later than the post award conference
26	Sexual Assault & Suicide Prevention Program	No later than the post award conference
27	Firearms Training Certificates	Annually
28	Employee Weapon Permit	To COR 3 days prior to EOD, and then after as requested by COR
29	Notification of employee criminal activity	Reported immediately to COR and appropriate law enforcement agency.
30	Officer Testing Questions and Results	Post award, as needed by the COR
31	Key, Tool Cabinet Inventory Class A and Class B Log	At the beginning of day and end of each shift
32	Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
33	Intervention Equipment Inventory	Within 30 calendar days after award of contract, then annually or as requested by COR
34	Regular Tool Control Log	Monthly
35	Detainee Volunteer Work Screening Form (Request Form)	As required

Section E

36	Detainee Volunteer Work Program Training Form	As required
37	ACA Accreditation	Within 18 months of contract award
38	Proposed daily transportation routes	Within 30 calendar days of contract award
39	Safety Devices/Equipment Training Plan	Quarterly
40	Chemical Perpetual Inventory Sheet	As requested by COR
41	Compliance and Independent Audit Report	Annually
42	Key Indicators Report	Monthly, by 5 th of each month for previous month's data
43	General Supply/Inventory Plan	Within 30 calendar days after award of contract, then annually or as requested by COR
44	Commissary Inventory List	As requested by COR
45	Statement of Detainee Funds Accounts	As requested by COR
46	IT Security Plan	Within 30 calendar days after award of contract
47	Finalized List of Approved Food Vendors	Within 30 calendar days after award of contract and upon any changes thereafter
48	Prime Vendor/Food Service Expenditures	As requested by COR
49	Employee Meal Ticket Sales Report	As requested by COR
50	Number of Meals Served/Daily Meal Count	Quarterly or as requested by COR

Section E

51	Detainee Records	Continuous
52	Detainee Death	Reported immediately to COR (immediate verbal report, with written report within two (2) hours of incident)
53	Detainee Departure Documents	Continuous, prior to detainee departing.
54	Detainee Volunteer Food Service Worker Contingency Plan	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
55	35 Day Regular Menu	Monthly
56	Physical damage to the facility documentation	Immediate verbal report to COR, with written report within five (5) days.
57	Detainee Special Needs Menu	As requested by COR
58	Daily Diet List (Medical & Religious)	As requested by COR
59	Holiday Menus	Annually
60	Emergency Food Preparation and Service Schedule	Within 30 calendar days of award of contract
61	ACA Temperature Log Report (refrigerators, freezers, dishwasher temperatures and water)	As requested by COR
62	Food Service Weekly Inspection Log	Weekly or as requested by COR
63	Food Handler Certification	Maintained for all food service employees at all times, as requested by COR
64	Food and Non-Food Inventory	Monthly or as requested by COR

Section E

65	Maintenance Service Work Orders	As requested by COR
66	Common Fare Cost for Detainees	Quarterly, or as requested by COR
67	Authorized Detainee Worker List Weekly Schedule	Weekly, or as requested by COR
68	Detainee Volunteer Food Service Work Detail Pay List	Monthly
69	Monthly Medical Inspection Corrective Actions	Monthly
70	Certified Dietician In- Service Staff Training and Department Inspection	Quarterly, or as requested by the COR
71	Medical Clearance including TB test	For all new employees and after diagnosed with illness or communicable disease. Employees must be re-examined and medically cleared before returning to work. TB test certification annually.
72	Vehicle inventory log and interior specification for each vehicle type	Within 30 calendar days of award of contract, annually and as requested by COR
73	Menu Cycle (Revisions and Registered Dietician Recertification of all menus)	Annually
74	End of Month Food Service Cost Report, including Cost Per Meal Data	Annually
75	Firearms Control Register	As requested by COR

Section E

76	Surveillance Video	As requested by COR
77	Detainee or Contractor Employee Contraband Found Report	Immediately to COR (immediate verbal report, with written follow-up)
78	Staff Vacancy Report	To COR by 5 th of each month for previous month's data
79	Additional Reports as requested by the COR	As needed
80	Notice of facility readiness	10 days prior to the end of the Transition Period
81	Records related to performance by contractor	As requested by CO or COR at any time during the term of the contract or at termination/expiration.
82	Litigation	As requested by CO or COR at any time during the term of the contract or at/after termination/expiration.
83	Congressional Inquiry	Immediately to COR and CO (immediate verbal report, with written follow-up) to FOD, DFOD, COR, and CO
84	Press statements and/or releases	To FOD, DFOD & COR prior to release
85	Correctional Officer assignment, Names of Supervisory Correctional Officers, and Shift Rosters	As requested by COR
86	Overnight lodging requests	Advance of commencement of overnight trip
87	Non-returned ID Badges/Credentials	Immediately to COR
88	Intelligence Information	Immediately to COR
89	Serious Incidents	Immediately to COR

Section E

90	Contractor Employee Manual	Within 30 calendar days of award of contract and after that anytime as requested by the COR.
91	Any requested Detainee medical documentation	Immediately to COR
92	Medical and Personnel Records of Contractor Employees	As requested by COR
93	Contractor Business Permits and Licenses	Within 30 calendar days of award of contract and after that anytime as
94	Contractor Employee Registrations, Commissions, Permits, and Licenses	Prior to EOD and then after, as requested by COR
95	Correctional Officer Post Assignment Record	As requested by COR
96	Count Records	As requested by COR
97	GSA Form 139 or ICE equivalent	As requested by COR
98	Authorization to exceed a change in duty	To COR for approval prior to commencement of change of duty
99	Lost and Found	As requested by COR
100	Security incidents – computers	To COR within four (4) hours of incident
101	Daily Detainee Manifest	As requested by COR

Section E

102	Contract Discrepancy Report, Corrective Action Plan, or outcome measures required by any inspection or accreditation review, QASP or PBNDS requirements	As outlined within the requiring document
103	Spill Report	Immediately to COR
104	Transition-Out	1 week after notification of Transition to New Vendor
106	Operational Data/Metrics Summary	Due within three (3) days of request

**The word “immediately” or “immediate,” as used above in the Deliverables Chart is defined as “as soon as reasonably possible.” The Contractor should use prudent and reasonable judgement to determine the timeframe necessary to notify the Government as defined above based on the situation, but it should not exceed a reasonable timeframe to notify the Government. For example, a reasonable timeframe for reporting a physical force incident to the Government is as soon as the incident that required a physical force response has been contained. A reasonable timeframe to notify the Government of an attempted escape is after the detainee is back, safely within the confines of the building. A reasonable timeframe to report an actual escape in which the Contractor does not locate the detainee is as soon as the Contractor realizes there has been an escape. In the case of a conflict between the Program Office and the Contractor on a reasonable timeframe, the Contracting Officer will determine the appropriate reasonable timeframe.*

E.4 ACCEPTANCE CRITERIA

The Government will provide written notification of acceptance or rejection of all final deliverables within thirty (30) calendar days. Absent written notification, final deliverables may be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

[END OF SECTION E]

**SECTION F:
DELIVERIES OR PERFORMANCE**

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following 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 can be accessed electronically at this internet address: <https://www.acquisition.gov/browse/index/far>

Clause Number	Clause Title	Date
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984

F.2 PERIOD OF PERFORMANCE

Each contract, when awarded, will have an anticipated period of performance which will include a base period of five (5) years and two additional five (5) year options. Included in the base period will be a sixty (60) day transition period (if necessary).

The anticipated period of performance for all requirements will be as follows:

Period of Performance	Dates
Base Period	12/20/2019 – 12/19/2024
Option Period 1	12/20/2024 – 12/19/2029
Option Period 2	12/20/2029 – 12/19/2034

F.3 PLACE OF PERFORMANCE:

Address of Facility: 7488 Calzada de la Fuente San Diego, CA 92154.

F.4 CONTRACTOR EVALUATING PROCEDURES:

The Government will issue Contractor performance ratings for each awarded requirement via the Contractor Performance Assessment Reporting System (CPARS) in accordance with FAR 42.1502. The CPARS website is located: <http://www.cpars.gov>.

[END OF SECTION F]

**SECTION G:
CONTRACT ADMINISTRATION DATA**

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractors' responsibility for total management responsibility during the performance of this contract(s), the administration of the contract(s) will require maximum coordination between ICE and the Contractor.

The Government points of contact for any resulting contract(s) shall be identified at time of award.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE

The following individual is designated and authorized by the CO to perform contract administration functions related to the technical performance of this contract(s).

Reference Contract Award Document

(a) The Contracting Officer (CO) may designate Government personnel to act as the Contracting Officer's Representative(s) (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The CO will provide a written notice of such designation to the Contractor within five (5) working days after contract award. The designation letter will set forth the authorities and limitations of the COR under the contract.

(b) The CO cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the CO.

G.3 INVOICE REQUIREMENTS

In accordance with Section G, Contract Administration Data, invoices shall be submitted as follows:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a “.pdf” format in accordance with the contract terms and conditions, via email, United States Postal Service (USPS) or facsimile as follows:

a) Email:

Section G

- Invoice.Consolidation@ice.dhs.gov
- Contracting Officer Representative (COR) or Government Point of Contact (GPOC)
- Contract Specialist/Contracting Officer

Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.

b) USPS:

DHS, ICE
Financial Operations - Burlington
P.O. Box 1620
Williston, VT 05495-1620

ATTN: *(utilize code below based on which requirement)*

Codes:

Requirements A&B: ICE-ERO-FOD-SND
Requirement C: ICE-ERO-FOD-SFR
Requirement D: ICE-ERO/FOD-LA

The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

c) Facsimile:

Alternative Invoices shall be submitted to: (802)-288-7658

Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. The Service Provider's or Contractor's Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at <https://www.sam.gov> prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.

2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:

(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another

Section G

entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;

- (ii). Dunn and Bradstreet (D&B) DUNS Number;
- (iii). Invoice date and invoice number;
- (iv). Agreement/Contract number, contract line item number and, if applicable, the order number;
- (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;
- (vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii). Terms of any discount for prompt payment offered;
- (viii). Remit to Address;
- (ix). Name, title, and phone number of person to resolve invoicing issues;
- (x). ICE program office designated on order/contract/agreement and
- (xi). Mark invoice as “Interim” (Ongoing performance and additional billing expected) and “Final” (performance complete and no additional billing)
- (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer – System for Award Management or 52.232-34, Payment by Electronic Funds Transfer – Other than System for Award Management.

3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.

Details are as follows:

- (i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit, along with the invoice, supporting documentation for all detention services provided during the invoice period which provides the information described below:

Section G

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

(ii). Allowable Incurred Cost. Fixed Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:

a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:

- Bed day rate;
- Detainees check-in and check-out dates;
- Number of bed days multiplied by the bed day rate;
- Name of each detainee;
- Detainees identification information

b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:

- Mileage rate being applied for that invoice;
- Number of miles;
- Transportation routes provided;
- Locations serviced;
- Names of detainees transported;
- Itemized listing of all other charges; and,
- For reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.

c. Stationary Guard Services: The itemized monthly invoice shall state:

- The location where the guard services were provided,
- The employee guard names and number of hours being billed,
- The employee guard names and duration of the billing (times and dates), and
- for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted.

d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):

Section G

1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.

(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.

4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.

As part of your obligation to safeguard information, the follow precautions are required:

(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.

(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.

(iii) Use shredders when discarding paper documents containing Sensitive PII.

(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf> for more information on and/or examples of Sensitive PII.

5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov.

Invoices without the above information may be returned for resubmission.

The preferred method of submittal is email.

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

1.1 CONTRACTOR'S INSURANCE

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days' notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

1.2 ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNs of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized

Section H

within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII. In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Privacy Training, Safeguarding, and Remediation

If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.

(1) Required Security and Privacy Training for Contractors

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of

Section H

sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

(3) Non-Disclosure Agreement Requirement

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Suspected Loss of Sensitive PII

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected

Section H

loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:

- a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
- b. Date, time, and location of the incident.
- c. Type of information lost or compromised.
- d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
- e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.
- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

6. Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

- (a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may

Section H

be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

- (b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

- (a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.
- (b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.
- (c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and

Section H

Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required.

The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.

Section H

- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Privacy Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address:

<https://www.acquisition.gov/browse/index/far>

Number	Titles	DATE
52.202-1	Definitions	Nov 2013
52.203-6	Restrictions on Subcontractor Sales to the Government	Sep 2006
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Oct 2010
52.203-13	Contractor Code of Business Ethics and Conduct	Oct 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Apr 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct 2018
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite - Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jun 2016
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Aug 2019
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Oct 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Oct 2018

Section I

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.212-4	Contract Terms and Conditions- Commercial Items	Oct 2018
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Oct 2014
52.219-8	Utilization of Small Business Concerns	Oct 2018
52.219-9	Small Business Subcontracting Plan	Aug 2018
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-28	Post-Award Small Business Program Representation	Jul 2013
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-17	Non-displacement of Qualified Workers	May 2014
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sep 2016
52.222-37	Employment Reports on Veterans	Feb 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
52.222-50	Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2017
52.223-6	Drug-Free Workplace	May 2001
52.223-18	Contractor Policies to Ban Text Messaging While Driving	Aug 2011
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.224-3	Privacy Training	Jan 2017
52.225-13	Restrictions on Certain Foreign Purchases	Jun 2008
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	May 2014
52.227-1	Authorization and Consent	Dec 2007
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2012
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
53.232-33	Payment by Electronic Funds - System for Award Management	Oct 2018

Section I

52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-5	Payments to Small Business Subcontractors	Jan 2017
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-2	Termination for Convenience of the Government –Fixed Price	Apr 2012
52.249-8	Default (Fixed Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

I.2 FAR CLAUSES INCORPORATED BY FULL TEXT

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

Section I

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

Section I

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Oct 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) 52.233-3, Protest After Award (*Aug 1996*) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial

Section I

items:

X - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (*Sept* 2006), with Alternate I (*Oct* 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct* 2015) (41 U.S.C. 3509)).

X - (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June* 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct* 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct* 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct* 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (*Oct* 2018) (41 U.S.C. 2313).

__ (10) [Reserved].

__ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (*Nov* 2011) (15 U.S.C.657a).

__ (ii) Alternate I (*Nov* 2011) of 52.219-3.

__ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (*Oct* 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (ii) Alternate I (*Jan* 2011) of 52.219-4.

__ (13) [Reserved]

__ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (*Nov* 2011) (15 U.S.C.644).

__ (ii) Alternate I (*Nov* 2011).

__ (iii) Alternate II (*Nov* 2011).

__ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (*June* 2003) (15 U.S.C. 644).

__ (ii) Alternate I (*Oct* 1995) of 52.219-7.

__ (iii) Alternate II (*Mar* 2004) of 52.219-7.

__ (16) 52.219-8, Utilization of Small Business Concerns (*Oct* 2018) (15 U.S.C. 637(d)(2) and (3)).

__ (17)

(i) 52.219-9, Small Business Subcontracting Plan (*Aug* 2018) (15 U.S.C. 637(d)(4))

X (ii) Alternate I (*Nov* 2016) of 52.219-9.

Section I

- __ (iii) Alternate II (*Nov 2016*) of 52.219-9.
- __ (iv) Alternate III (*Nov 2016*) of 52.219-9.
- __ (v) Alternate IV (*Aug 2018*) of 52.219-9
- __ (18) 52.219-13, Notice of Set-Aside of Orders (*Nov 2011*) (15 U.S.C. 644(r)).
- X** (19) 52.219-14, Limitations on Subcontracting (*Jan 2017*) (15 U.S.C.637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (*Jan 1999*) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (*Oct 2019*) (15 U.S.C. 657f).
- __ (22) 52.219-28, Post Award Small Business Program Representation (*Jul 2013*) (15 U.S.C. 632(a)(2)).
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (*Dec 2015*) (15 U.S.C. 637(m)).
- __ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (*Dec 2015*) (15 U.S.C. 637(m)).
- X** (25) 52.222-3, Convict Labor (*June 2003*) (E.O.11755).
- X** (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (*Oct 2019*) (E.O.13126).
- X** (27) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).
- X** (28) (i) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O.11246).
- __ (ii) Alternate I (*Feb 1999*) of 52.222-26.
- __ (29)
- (i) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C. 4212).
- X** (ii) Alternate I (*July 2014*) of 52.222-35.
- __ (30)
- (i) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793).
- __ (ii) Alternate I (*July 2014*) of 52.222-36.
- __ (31) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C. 4212).
- __ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496).
- __ (33)
- (i) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (*Mar 2015*) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (34) 52.222-54, Employment Eligibility Verification (*Oct 2015*). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (35)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May 2008*) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (*May 2008*) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

Section I

___ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun 2016*) (E.O. 13693).

___ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun 2016*) (E.O. 13693).

___ (38)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (*Jun 2014*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Oct 2015*) of 52.223-13.

___ (39)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (*Jun 2014*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Jun 2014*) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (*Dec 2007*) (42 U.S.C. 8259b).

___ (41)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (*Oct 2015*) (E.O.s 13423 and 13514).

___ (ii) Alternate I (*Jun 2014*) of 52.223-16.

___ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug 2011*) (E.O. 13513).

___ (43) 52.223-20, Aerosols (*Jun 2016*) (E.O. 13693).

___ (44) 52.223-21, Foams (*Jun 2016*) (E.O. 13693).

___ (45)

(i) 52.224-3 Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).

___ (ii) Alternate I (*Jan 2017*) of 52.224-3.

___ (46) 52.225-1, Buy American-Supplies (*May 2014*) (41 U.S.C. chapter 83).

___ (47)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (*May 2014*) of 52.225-3.

___ (iii) Alternate II (*May 2014*) of 52.225-3.

___ (iv) Alternate III (*May 2014*) of 52.225-3.

___ (48) 52.225-5, Trade Agreements (*Oct 2019*) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (49) 52.225-13, Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) (42 U.S.C. 5150).

___ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) (42 U.S.C. 5150).

Section I

— (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (*Feb 2002*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (54) 52.232-30, Installment Payments for Commercial Items (*Jan 2017*) (41 U.S.C.4505, 10 U.S.C.2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) (31 U.S.C. 3332).

— (56) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) (31 U.S.C.3332).

— (57) 52.232-36, Payment by Third Party (*May 2014*) (31 U.S.C.3332).

— (58) 52.239-1, Privacy or Security Safeguards (*Aug 1996*) (5 U.S.C. 552a).

— (59) 52.242-5, Payments to Small Business Subcontractors (*Jan 2017*) (15 U.S.C. 637(d)(13)).

— (60)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (*Apr 2003*) of 52.247-64.

— (iii) Alternate II (*Feb 2006*) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

— (1) 52.222-17, Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).

— (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (*May 2014*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

— (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).

— (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).

— (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

— (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in

Section I

excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct 2015*) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (*Oct 2018*) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(vii) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).

(viii) 52.222-26, Equal Opportunity (*Sept 2015*) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C.4212).

Section I

- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C.793).
 - (xi) 52.222-37, Employment Reports on Veterans (*Feb 2016*) (38 U.S.C.4212)
 - (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xiii) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).
 - (xiv)
 - (A) 52.222-50, Combating Trafficking in Persons (*Jan 2019*) (22 U.S.C. chapter 78 and E.O 13627).
 - (B) Alternate I (*Mar 2015*) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
 - (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).
 - (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).
 - (xvii) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (E.O. 12989).
 - (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).
 - (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).
 - (xx)
 - (A) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a).
 - (B) Alternate I (*Jan 2017*) of 52.224-3.
 - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Aug 2019). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:
(d)(1) The Comptroller General of the United States, an appropriate Inspector General

Section I

appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (*Oct 2015*) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (*Jun 2010*) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (*Oct 2018*)

(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (*Apr 2015*).

(G) 52.222-26, Equal Opportunity (*Sept 2016*) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (*Oct 2015*) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (*Jul 2014*) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (*Dec 2010*) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (*Aug 2018*) (41 U.S.C. chapter 67).

(L) ___(1) 52.222-50, Combating Trafficking in Persons (*Jan 2019*)

(22 U.S.C. chapter 78 and E.O 13627).

___(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (*Oct 2015*) (Executive Order 12989).

(P) 52.222-55, Minimum Wages Under Executive Order 13658 (*Dec 2015*).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

Section I

(R)(1) 52.224-3, Privacy Training (*Jan 2017*) (5 U.S.C. 552a).

(2) Alternate I (*Jan 2017*) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (*May 2014*) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued between 12/20/2019 to 12/19/2034.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, this contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 Ordering Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount not less than \$100,000, *or* a different amount proposed by the Contractor and accepted by the Government, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.*

The Contractor is not obligated to honor --

(1) Any order for a single item in excess of *the total value of the CLIN set forth in this Contract pursuant to which such services are being ordered under*;

(2) Any order for a combination of items in excess of *the total combined value of the CLINs set forth in this the Contract which such services are being ordered under*; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

Section I

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216- 21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the period of performance end date of the IDIQ.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the

Section I

contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 Years.

(End of Clause)

52.222-35 Equal Opportunity Veterans (Oct 2015)

(a) *Definitions*. As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts*. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA).

(End of Clause)

52.222-36 Equal Opportunity for Workers with Disabilities (Jul 2014)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Section I

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

(End of Clause)

52.243-1 Changes - Fixed-Price

Changes - Fixed-Price (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(2) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications. Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

I.3 HSAR CLAUSES INCORPORATED BY REFERENCE

Number	Titles	DATE
3052.203-70	Instructions for Contractor Disclosure of Violations	Sep 2012

I.4 HSAR CLAUSES INCORPORATED IN FULL TEXT**3052.204-71 Contractor Employee Access (Sep 2012)**

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting

Section I

Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

3052.204-71 Contractor Employee Access ALTERNATE I (SEP 2012)

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is

Section I

not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.
 - (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

(End of Clause)

3052.212-70 Contract Terms And Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following-HSAR-clauses are incorporated by reference:

- 3052.204-71 Contractor Employee Access.
- Alternate I
- 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- Alternate I

- 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
- 3052.216-72 Performance Evaluation Plan.
- 3052.216-73 Distribution of Award Fee.
- 3052.217-91 Performance. (USCG)
- 3052.217-92 Inspection and Manner of Doing Work. (USCG)

Section I

- 3052.217-93 Subcontracts. (USCG)
- 3052.217-94 Lay Days. (USCG)
- 3052.217-95 Liability and Insurance. (USCG)
- 3052.217-96 Title. (USCG)
- 3052.217-97 Discharge of Liens. (USCG)
- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-70 Small Business Subcontracting Plan Reporting.
- 3052.219-71 DHS Mentor Protégé Program.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program
- 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work
- 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility
- 3052.228-70 Insurance.
- 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- 3052.228-92 Fair Market Value of Aircraft. (USCG)
- 3052.228-93 Risk and Indemnities. (USCG)
- 3052.236-70 Special Provisions for Work at Operating Airports.
- 3052.242-72 Contracting Officer's Technical Representative.
- 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

(End of Clauses)

3052.215-70 Key Personnel or Facilities (Dec 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: see (Staffing Plan and Key

Section I

Personnel) and Section C (Performance Work Statement).

(End of Clause)

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[END OF SECTION I]

**SECTION J:
LIST OF ATTACHMENTS**

PWS Attachments	
Attachment 1:	G-391 Attachments
Attachment 2:	QASP Documents
Attachment 3:	ICE Firearms Policy
Attachment 4:	ICE Body Armor Policy
Attachment 5:	Lyons Settlement Agreement
Attachment 6:	Franco Settlement Agreement
Attachment 7:	PWS Addendum 1
Attachment 8:	Requirement B PWS Addendum
Attachment 9:	Section B Supplies or Services and Price Costs
Attachment 10:	Section C Performance Work Statement Dated 10-25-2019
Attachment 11:	Contract Clauses
Attachment 12:	Section K completed by CoreCivic
Attachment 13:	CoreCivic Proposal dated 12/18/2019
Attachment 14:	ICE Design Standards for CDFs
Attachment 15:	Executive Office for Immigration Review (EOIR) Design Standards
Attachment 16:	Structure Cable Plant Standards
Attachment 17:	Wage Determination No. 2015-5635 Rev. 10 Date: 12/26/2018
Attachment 18:	2017 Update of the Federal Performance Based Detention Standards (FPBDS)*

*Applies only to USMS Task Orders

Contract References	
Performance-Based National Detention Standards (PBNDS) 2011 w/2016 Revisions	http://www.ice.gov/detention-standards/2011/
American Correctional Association (ACA)	http://www.aca.org/

[END OF SECTION]

OTAY MESA DETENTION CENTER
San Diego, CA
1,100 Beds (Federal Population)

Contract Staffing Pattern

STAFF DEPLOYMENT BY SHIFT & POSITION		
MANAGEMENT/SUPPORT	(b)(4)	
SECURITY OPERATIONS		
UNIT MANAGEMENT		
MAINTENANCE		
SERVICES		
PROGRAMS		
HEALTH SERVICES		(Contracted by ICE - IHSC)
TOTAL		

MANAGEMENT / SUPPORT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
SENIOR WARDEN		1098	(b)(4)						
ASSISTANT WARDEN		1003							
MANAGER, LEARNING AND DEVELOPMENT		2156							
COORDINATOR, LEARNING AND DEVELOPMENT		5093							
MANAGER, OPERATIONS FINANCE		1031							
BOOKKEEPER		5004							
ACCOUNTING CLERK		5016							
MANAGER, HUMAN RESOURCES		5019							
HUMAN RESOURCES ASSISTANT		5076							
MEAL BREAK SUPERVISOR		2196							
PERSONNEL INVESTIGATOR		5067							
PREVENTION SEXUAL ASSAULT - COMPLI MNGR		2197							
MANAGER, QUALITY ASSURANCE		2009							
QUALITY ASSURANCE COORDINATOR		5062							
TECHNOLOGY SUPPORT SPECIALIST		3036							
GRIEVANCE COORDINATOR		5094							
SAFETY MANAGER		9087							
MASTER SCHEDULER		5082							
INVESTIGATOR		2051							
MAILROOM CLERK		5009							
SECRETARY		5014							
* ARNP	PA (Employee Screens)								CONTRACT/PRN
TOTAL			(b)(4)						

SECURITY OPERATIONS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/P P	Relief Factor	Total Staff
CHIEF OF SECURITY		1005	(b)(4)						
ASST CHIEF OF SECURITY		1026							
SHIFT SUPERVISOR		1014							
ASST SHIFT SUPERVISOR		9104							
ASST SHIFT SUPERVISOR	R&D / Transportation	9104							
STG OFFICER		9072							
SR DETENTION OFFICER	Disciplinary Hearing	9013							
SR DETENTION OFFICER	Armory/Key / Tool Control	9013							
SR DETENTION OFFICER	Housing Zone	9013							
SR DETENTION OFFICER	Intake / Release	9013							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Intake / Release	9005							
DETENTION OFFICER	Visitation	9005							
DETENTION OFFICER	Attorney Visits	9005							
SR DETENTION OFFICER	Transportation	9013							
DETENTION OFFICER	Transportation	9005							