

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 – Contract Administration Office.

DHS, Immigration & Customs Enforcement  
Office of Acquisition Management-Laguna  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677

#### G.1.1 – Contracting Officer Authority.

The **Contracting Officer (CO)** is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements. All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

### G.2 – Contracting Officer's Representatives (COR(s))

a. The Contracting Officer's Representatives (COR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder, however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

b. The CORs are authorized to certify invoices for payment in accordance with Item G-3.

c. The Contracting Officer Representatives are:

TBD (Primary)

TBD (Secondary)

Immigration & Customs Enforcement  
Enforcement & Removal Operations-Seattle

The COR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor's compliance with the contract.

To be valid, the technical directions by the COR(s):

- Must be consistent with the general scope of work set for the in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and

- Shall not constitute a basis for any increase in the contract's estimated cost or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled 'CHANGES" (FAR 52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

### **G.3 – Submission of Invoices Vouchers for Payment of Services.**

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days, stipend, labor hours, and travel costs or as listed contract line items performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via the following method:

Service Providers/Contractors shall use these procedures when submitting an invoice.

1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:

(b)(6), (b)(7)(C)

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:

DHS, ICE  
Financial Operations - Burlington  
P.O. Box 1620  
ATTN: ICE - ERO - FOD -FSE  
Williston, VT 05495-1620

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.

2. Content of Invoices: Each invoice submission shall contain the following information:

(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;

(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 and extended price of the items delivered;
- (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vii) Terms of any discount for prompt payment offered;
- (viii) Remit to Address;
- (ix) Name, title, and phone number of person to notify in event of defective invoice; and

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:

(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.

(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.

(iii). Detention Services (other than firm fixed price):

- (1) Bed day rate;
- (2) Resident's/detainee's check-in and check-out dates;
- (3) Number of bed days multiplied by the bed day rate;
- (4) Name of each detainee;
- (5) Resident's/detainee's identification information

(iv). Transportation Services (other than firm fixed price):

- (1) The mileage rate being applied for that invoice.
- (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.

(v). Stationary Guard Services (other than firm fixed price):

(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.

(vi). Other Direct Charges:

The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.

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.

As part of your obligation to safeguard information, the follow precautions are required:

- Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.
- Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.
- Use shredders when discarding paper documents containing Sensitive PII.
- Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at (b)(7)(E) (b)(7)(E) March2012.pdf for more information on and/or examples of Sensitive PII.

5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6),(b)(7)(C)