

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 03/02/2011	4. REQUISITION/PURCHASE REQ. NO.	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, Room 3104 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, Room 3104 Attn: Al Kidd (949) 425-7025 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. HSCEDM-11-R-00002	9B. DATED (SEE ITEM 11) 03/02/2011
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 13)
FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM 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)

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

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

The purpose of this amendment is to provide the questions and answers that were presented after the pre-solicitation conference held on March 16, 2011.

1. SECTION: L.9 Factor 1.3 Transition Plan; PAGE: 103

This section of the solicitation refers to a contract start date of June 1, 2011. However, page 2 of 126 (Continuation Sheet) of the solicitation indicates that the base period begins on 9/1/2011.

Question: Please confirm that September 1, 2011 is the correct contract start date.

Answer: The base period begins on September 1, 2011. A replacement page is provided herein. Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEDM-11-R-00002/000001

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. SECTION: Continuation Sheet; PAGE: 2 of 126                      This section of the RFP states that the Bed Day Rate for Minimum Quantity The Governments minimum quantity to be ordered via task order is 300 beds per day for the base year and each option year.</p> <p>Question: Does this represent a minimum occupancy guarantee of 300 beds? If so, shall contractors provide an incremental price for the remaining 225 beds?                      If this does not represent a minimum occupancy guarantee may contractors submit a minimum guarantee alternative under this contract? A higher minimum guarantee will result in a lower actual and blended per diem, which provides the best value to ICE.</p> <p>Answer: Pricing for CLIN 0001A is the minimum guarantee of 300 beds. CLIN 0001B is for the additional 225 beds. The average daily population is 417.</p> <p>3. SECTION: B; PAGE: 2-11 out of 126                      Section B does not include a CLIN for firearms training</p> <p>Question: Section B does not include a CLIN for firearms training. Firearm training is included in the current agreement. Does ICE intend for firearms training to be a part of this agreement?</p> <p>Answer: Yes firearm training is to be included in the bed day rate. Please see section H-18 specifically paragraphs j and k</p> <p>4. SECTION: Continuation Sheet; PAGE: 3 of 126                      Regarding Optional Line Item for Medical Services: CLINS 0005, 1005, 2005, 3005, and 4005</p> <p>Question: What does the quantity 52,000 relate to? Is this number referring to the number of encounters or number of visits per detainee per day? If encounter, please clarify what constitutes an encounter?</p> <p>Answer: The 52,000 is the quantity of encounters for the base or option period (2 years). An encounter is a visit with medical health, mental health or dental personnel. Historical data for Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEDM-11-R-00002/000001

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>these encounters are on the last two pages of attachment 12. Contractors are proposing the cost of providing all the personnel and services as indicated in attachment 12. Please note it is the right of the Government to exercise this optional line item. If the line item is or is not exercised, the contractor is responsible for routine admission and release medical screenings outlined in the solicitation on pages 14-15, 24-26 and H-15, (page 68); where the cost is covered under the bed day rate.</p>				

**Factor 1.2 – Approach to Staffing**

The Offeror shall describe their approach to fully staffing the proposed facility, including its management, supervisory, security, and contingency plans. The Offeror shall include a contingency plan should the staffing levels fall below 95 percent. The Offeror shall define how they will acquire and maintain a reserve guard force for temporary or emergency staffing sufficient to meet the requirements of the RFP.

**Factor 1.3 – Transition Plan**

The offeror shall describe a seamless transition between the Offeror and the predecessor Contractor to ensure minimal disruption to vital Contractor services and Government activities. The Offeror shall provide a contract transition plan which shall address the Offeror’s proposed timeframes to ensure a contract start date of **September 01, 2011**. The transition plan shall address the following areas: recruitment, training of new and incumbent employees, licenses and permits, insurance and priority of staffing the facility.

**Factor 1.4 – Key Personnel**

A minimum of one resume for each key personnel labor category identified in Section H shall be provided and submitted with the Offeror’s proposal. However, all labor categories proposed by the contractor must meet the required education, experience, and security clearances stated.

The Contractor’s organization chart shall be submitted. The organizational chart shall show all positions that will be assigned to each area, accompanied by position description and responsibilities. Lines of supervision per shift shall be clearly defined.

**Factor 1.5 - Management Plan**

The Offeror shall provide a management plan that addresses, at a minimum, the following areas:

- understanding of the ERO Mission Statement and ERO responsibilities;
- understanding of the relevance of the ERO Mission Statement and ERO responsibilities to successful contract performance;
- understanding of how management differs from supervision in the context of the ERO Mission Statement and ERO responsibilities;
- an explanation of how the Offeror specifically plans to help ERO achieve the ERO Mission Statement and ERO responsibilities;
- performance measures and incentives or disincentives that demonstrate an understanding of the ERO Mission Statement and ERO responsibilities; and
- commitment of the Offeror to the success of achieving the ERO Mission Statement and ERO responsibilities as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives and disincentives proposed.

**Factor 1.6 - Subcontracting Plan**

The offeror shall submit a subcontracting plan in compliance with FAR 19.704.

**Factor 1.7 – Transportation Plan:**

The Offeror shall provide a transportation plan that addresses, at a minimum, the following areas: