

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 2

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00005 See Block 16C PRO-13-L132

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, Room 3104 Attn: Natasha Nguyen, (949) 425-7030 Laguna Niguel CA 92677

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

COUNTY OF ORANGE
 320 N FLOWER ST SUITE 108
 SANTA ANA CA 927020000

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-10-0001

10B. DATED (SEE ITEM 13) 07/15/2010

CODE 8774749730000 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 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)
 Not Applicable

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. x 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: 877474973
 Finance/Program POC: Tina Komatz, (213) 830-7984 or tina.m.komatz@ice.dhs.gov
 COTR POC: Dan Pomplun, (213) 830-7960 or daniel.a.pomplun@ice.dhs.gov

This modification is issued to replace IGSA page 43 & 44, Article XIII. Enrollment, Invoicing, and Payment, Section B. Consolidated Invoicing with the attached page 43, & 44(b).

APPROVED AS TO FORM
 OFFICE OF THE COUNTY COUNSEL
 ORANGE COUNTY, CALIFORNIA

Exempt Action: Y
 LIST OF CHANGES:
 Continued ...

By [Signature]
 Deputy

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, and not otherwise changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Date: 8/22/13

Roberta J. Halls

15B. CONTRACTOR/OFFEROR 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF ORANGE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Reason for Modification : Other Administrative Action Period of Performance: 07/20/2010 to 07/19/2015 . All other terms and conditions remain the same.</p>				

Article XII. Adjusting the Bed Day Rate

ICE shall reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter unless otherwise mutually agreed to. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a bed day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed bed day rate as stated in this Agreement will be in place indefinitely. See Article XI A.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

Article XIII. Enrollment, Invoicing, and Payment

A. **Enrollment in Electronic Funds Transfer:** The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.

B. **Consolidated Invoicing:** The Service Provider 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: Invoice.Consolidation@ice.dhs.gov

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: *ERO-FOD-FLS*
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 unsecured. 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.

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