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**1.1 SECTION I**

**1.2 SF 1449 CONTINUATION**

**A. Block 15 - Delivery**

The term of the contract is for one base year and four, one-year options. The contractor shall deliver the supplies identified in Block 20 in accordance with the delivery schedule reflected in each delivery order.

Delivery location: Department of Homeland Security  
Bureau of Immigration and Customs Enforcement  
(To be specified on individual delivery orders)

Delivery Instructions: B. Block 16 - Administered By

**B. Block 16- Administered By:**

Contracting Officer(s): Joseph M. Garforth Jr.  
Address: Department of Homeland Security  
Headquarters Procurement  
425 I Street, N.W., Room 2208  
Washington, D.C. 20536  
Telephone Number: 202-514-3630

Contracting Officer Technical Representative: Nick Maravich  
Address: Department of Homeland Security  
Bureau of Immigration and Customs Enforcement  
Headquarters DRO  
801 I Street, N. W  
Washington, D.C. 20536  
Telephone Number: 202-514-1990

**C. Block 20 - Schedule of Supplies/Services, Statement of Work**

Solicitation No. COW-3-R-0017

**SCHEDULE**

**BASE YEAR**

Clin	Description	Price/Min	Estimate	Total
<b>0001</b>	<b>Local Calls</b>			
0001A	Local Debit Calls			
0001B	Local Collect Calls			
<b>0002</b>	<b>U.S. Long Distance Calls</b>			
0002A	U.S. Long Distance Debit Calls			
0002B	U.S. Long Distance Collect Calls			
0003	International Calls			
	<b>Mexico</b>			
0003A	International Debit Calls			
0003B	International Collect Calls			
	<b>Guatemala</b>			
0003C	International Debit Calls			
0003D	International Collect Calls			
	<b>El Salvador</b>			
0003E	International Debit Calls			
0003F	International Collect Calls			
	<b>Honduras</b>			
0003G	International Debit Calls			
0003H	International Collect Calls			
	<b>Dominican Republic</b>			
0003I	International Debit Calls			
0003J	International Collect Calls			
	<b>All Other Countries</b>			
0003K	International Debit Calls			
0003L	International Collect Calls			
			<b>Subtotal</b>	

(b)(4)

Solicitation No. COW-3-R-0017

**OPTION YEAR ONE**

Clin	Description	Price/Min	Estimate	Total
<b>0001</b>	<b>Local Calls</b>			
0001A	Local Debit Calls			
0001B	Local Collect Calls			
<b>0002</b>	<b>U.S. Long Distance Calls</b>			
0002A	U.S. Long Distance Debit Calls			
0002B	U.S. Long Distance Collect Calls			
0003	International Calls			
	<b>Mexico</b>			
0003A	International Debit Calls			
0003B	International Collect Calls			
	<b>Guatemala</b>			
0003C	International Debit Calls			
0003D	International Collect Calls			
	<b>El Salvador</b>			
0003E	International Debit Calls			
0003F	International Collect Calls			
	<b>Honduras</b>			
0003G	International Debit Calls			
0003H	International Collect Calls			
	<b>Dominican Republic</b>			
0003I	International Debit Calls			
0003J	International Collect Calls			
	<b>All Other Countries</b>			
0003K	International Debit Calls			
0003L	International Collect Calls			
			<b>Subtotal</b>	

(b)(4)

Solicitation No. COW-3-R-0017

**OPTION YEAR TWO**

Clin	Description	Price/Min	Estimate	Total
<b>0001</b>	<b>Local Calls</b>			
0001A	Local Debit Calls			
0001B	Local Collect Calls			
<b>0002</b>	<b>U.S. Long Distance Calls</b>			
0002A	U.S. Long Distance Debit Calls			
0002B	U.S. Long Distance Collect Calls			
0003	International Calls			
	<b>Mexico</b>			
0003A	International Debit Calls			
0003B	International Collect Calls			
	<b>Guatemala</b>			
0003C	International Debit Calls			
0003D	International Collect Calls			
	<b>El Salvador</b>			
0003E	International Debit Calls			
0003F	International Collect Calls			
	<b>Honduras</b>			
0003G	International Debit Calls			
0003H	International Collect Calls			
	<b>Dominican Republic</b>			
0003I	International Debit Calls			
0003J	International Collect Calls			
	<b>All Other Countries</b>			
0003K	International Debit Calls			
0003L	International Collect Calls			
			<b>Subtotal</b>	

(b)(4)

Solicitation No. COW-3-R-0017

**OPTION YEAR THREE**

Clin	Description	Price/Min	Estimate	Total
<b>0001</b>	<b>Local Calls</b>			
0001A	Local Debit Calls			
0001B	Local Collect Calls			
<b>0002</b>	<b>U.S. Long Distance Calls</b>			
0002A	U.S. Long Distance Debit Calls			
0002B	U.S. Long Distance Collect Calls			
<b>0003</b>	<b>International Calls</b>			
	<b>Mexico</b>			
0003A	International Debit Calls			
0003B	International Collect Calls			
	<b>Guatemala</b>			
0003C	International Debit Calls			
0003D	International Collect Calls			
	<b>El Salvador</b>			
0003E	International Debit Calls			
0003F	International Collect Calls			
	<b>Honduras</b>			
0003G	International Debit Calls			
0003H	International Collect Calls			
	<b>Dominican Republic</b>			
0003I	International Debit Calls			
0003J	International Collect Calls			
	<b>All Other Countries</b>			
0003K	International Debit Calls			
0003L	International Collect Calls			
			<b>Subtotal</b>	

(b)(4)

Solicitation No. COW-3-R-0017

**OPTION YEAR FOUR**

Clin	Description	Price/Min	Estimate	Total
<b>0001</b>	<b>Local Calls</b>			
0001A	Local Debit Calls			
0001B	Local Collect Calls			
<b>0002</b>	<b>U.S. Long Distance Calls</b>			
0002A	U.S. Long Distance Debit Calls			
0002B	U.S. Long Distance Collect Calls			
<b>0003</b>	<b>International Calls</b>			
	<b>Mexico</b>			
0003A	International Debit Calls			
0003B	International Collect Calls			
	<b>Guatemala</b>			
0003C	International Debit Calls			
0003D	International Collect Calls			
	<b>El Salvador</b>			
0003E	International Debit Calls			
0003F	International Collect Calls			
	<b>Honduras</b>			
0003G	International Debit Calls			
0003H	International Collect Calls			
	<b>Dominican Republic</b>			
0003I	International Debit Calls			
0003J	International Collect Calls			
	<b>All Other Countries</b>			
0003K	International Debit Calls			
0003L	International Collect Calls			
			<b>Subtotal</b>	

(b)(4)



1. All traffic carried under this contract shall be carried at the rates fixed per minute under this contract with no additional charges added.
2. Local, U.S. long distance, and international long distance collect calls will be part of this contract. However, these collect call rates will not be use as part of price evaluation. Vendors are required to assert that all collect calls (local, domestic, and international) consist only of acceptable charges as are applied by dominant carriers. The contractor's rates charged to the called party for calls regulated by the State regulatory commission shall not exceed that regulatory commissioning body's rate cap for residential call rates. In those states which the State regulatory commission does not provide a rate cap for residential call rates, the contractor's rates charged to the called party for calls shall not exceed the highest residential call rate being charged in that state by a telephone company other than the DTS-IV contractor.
3. Debit per minute rates shall be firm-fixed-price. All vendors shall affirm that there are no additional charges to be applied to the approved FCC tariff other than the acceptable operator charge for assisted calls, taxes, rate change on debit card calls as well as any other "normally acceptable charges" as are applied by the dominant communication carriers.
4. The [REDACTED] minutes are used for evaluation purposes only. The amount of usage may be more or less. Whatever rates the contractor proposes for the rate per minute shall not be changed, unless discussions are held. These rates will be used for the award of any contract. Upon award, these rates shall not go up even if the minutes or volume of calls change over the life of this contract. However, if the dominant carrier rate falls below the rate in the contract, the contract rate will be negotiated downward.
6. The price per minute for rates includes all and any fees. It is a complete rate per minute. There shall be nothing added to these rates.

(b)(4)

**THIS WILL BE A NO-COST CONTRACT. THE GOVERNMENT SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR PAYMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL START-UP COST AND FULFILLMENT OF ALL REQUIREMENTS AS STATED IN SECTION C, STATEMENT OF WORK.**

**IT IS ANTICIPATED THAT THE CONTRACTOR WILL BE REIMBURSED FOR PERFORMING THIS WORK FROM COLLECT CALLS CHARGES AND DEBIT CARDS PROFITS.**

## SECTION II

### **Detainee Telephone System IV Statement of Work**

#### **1.0 INTRODUCTION**

This section describes the current functional and technical environments within the U.S. Department of Homeland Security, Bureau of Immigration and Customs Enforcement, (hereafter referred to as the ICE), and specifies the required services, functions, implementation, maintenance and training to ensure the functionality of the Detainee Telephone System IV (DTS-IV). DTS IV will replace all existing Detainee Telephone systems at ICE facilities, and will allow detainees housed at all Intergovernmental Service Agreements (IGSA) sites access to pro-bono calls by using the facilities' present telephone systems.

Offerors are to submit proposals for the complete system as described within this Statement of Work (SOW). All requirements within this SOW are the responsibility of the contractor.

#### **1.1 General Overview**

The Department of Homeland Security (DHS), Bureau of Immigration and Customs Enforcement (ICE) under the legacy Immigration and Naturalization Service currently operates fifteen (15) Service Processing Centers (SPCs) and Contractor-Operated Facilities (CDFs), hereinafter referred to as "ICE facilities" that are responsible with the care and custody of 6,639 aliens (average per month). Each of these facilities operates a direct dial telephone system for the use of the detainee population. Moreover, in order to accommodate an additional 10,500 inmates nationwide, ICE utilizes approximately 168 Intergovernmental Service Agreements (IGSA) detention facilities, hereinafter referred to as "IGSA sites" located in State and Local jurisdictions. ICE procures bed space at these sites at a pre-negotiated per diem rate. Finally, ICE also operates Hold Rooms in Field and their Sub Offices, hereinafter referred to as "Transitory Facilities", which presently do not offer telephone services.

Currently, all ICE facilities allow detainees controlled access to contractor-operated telephones to make both outgoing and pro-bono calls under the Detainee Telephone System. These inmate facilities permit the use of calling cards, collect calls, and free preprogrammed calls. Additionally, all facilities provide international calling capability. At the IGSA sites, contractor provides access to **pro-bono calls only** by using the facilities' present telephone systems, where the local telephone carriers do not provide pro-bono calls.

Presently, there are not set standards specifying the type of telephone services required for Transitory Facilities. It will be required at a minimum, that these facilities

shall provide detainees with the ability to make domestic and international collect calls. The Field Office Director may choose, with COTR approval, to offer detainees all other services provided for in this contract. It is estimated that DTS services could be installed in up to 22 new field offices and 57 new sub offices nationwide at no cost to the government.

**Currently, ICE standards require that one telephone (at minimum) be made available for each group of 25 detainees.**

### **1.1.2 Call Volumes**

At current IGSA sites, the estimated yearly volume for pro bono calls is 50,939 minutes per year.

The call volume for all ICE facilities during the last 12 months is included in Section VIII, Call Volume Estimates.

### **1.2 Contract Term, Award, and Implementation Requirements**

ICE requires that selected functionality (requirements described herein) currently part of ICE facilities be made available at no cost under this contract to detainees housed in IGSA sites. Circumstances beyond the control of ICE may result in increases or decreases in required equipment and/or services. Such circumstances include, but are not limited to, an increase/decrease in detainee population, the number of handsets required to comply with ICE policy, and/or number of ICE / IGSA sites. This contract has a term of one (1) year and four (4) one year options.

The expected award date of this contract is on or before January 21, 2004. The requirements described on Section 2.0 "ICE Facilities Detainee Telephone Service Requirements" shall be implemented after contract award no later than January 21, 2004. The second component of this requirement described on Section 3.0 "Requirements for IGSA sites Detainee Telephone Service Requirements" shall be implemented after contract award by September 20, 2004. However, for the entire requirement options may be exercised every January yearly thereafter.

### **1.3 Limitation of Liability.**

ICE assumes no liability for the equipment, damage to the equipment, vandalism to the equipment by detainees, or the cost associated with maintenance, repairs, and upkeep of the system. Placement and operation of a detainee telephone system in ICE and contractor run facilities is the sole risk and responsibility of the contractor. Repairs, replacement, maintenance, upgrades, or general upkeep of the proposed system will remain the responsibility of the contractor throughout the term of the contract. Repairs, replacement of equipment, maintenance, upgrades and upkeep of the equipment will have no effect on the agreed upon call prices and no costs will be incurred by ICE at any time

for the operation of a detainee telephone system within any of its SPC, CDF, IGSA, and transitory facilities.

#### 1.4 Locations of IGSA/ICE/Transitory Detention Facilities

The following IGSA/ICE/ facilities present have DTS service. Others may be added at a latter date. As explained in paragraph 1.1, Transitory Facilities shall offer domestic and international collect calls at a minimum.

##### 1.4.1 Location of current ICE Facilities for DTS-IV (6,639 approximate population)

<u>FACILITY</u>	<u>LOCATION</u>	<u>TOTAL PHONES (APROX)</u>	<u>PRESENT CARRIER</u>
San Pedro SPC	San Pedro, CA	73	Public Comm. Service (PCS)
El Centro, SPC	El Centro, CA	41	Public Comm. Service (PCS)
Florence SPC	Florence, AZ	39	Public Comm. Service (PCS)
El Paso SPC	El Paso, TX	69	Public Comm. Service (PCS)
Port Isabel SPC	Port Isabel, TX	72	Public Comm. Service (PCS)
Krome SPC	Miami, FL	66	Public Comm. Service (PCS)
Aguadilla SPC	Aguadilla, PR	6	PR Tele. Company
Buffalo, FDC	Batavia, NY	36	Public Comm. Service (PCS)
Wackenhut Corp.	Aurora (Denver), CO	30	Public Comm. Service (PCS)
Wackenhut Corp.	Jamaica (Queens), NY	33	Public Comm. Service (PCS)

Corrections Corp. of America	Houston, TX	TBD	Public Comm. Service (PCS)
Corrections Corp. of America	Laredo, TX	18	Public Comm. Service (PCS)
Corrections Corp. of America	Elizabeth, NJ	26	Public Comm. Service (PCS)
Corrections Corp. of America	San Diego, CA	226	Public Comm. Service (PCS)
CSC Inc	Seattle, WA	12	Public Comm. Service (PCS)

#### 1.4.1 Locations of current IGSA Sites for DTS-IV (10,500 approximate population)

<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
Cook Inlet Pretrial, Anchorage	Anchorage	AK
State Correctional Center Annex	Anchorage	AK
Fairbanks Correctional Center	Fairbanks	AK
Cherokee County Jail	Centre	AL
Benton County Detention Center	Bentonville	AR
Washington County Jail	Fayetteville	AR
Sebastian County Detention Center	Ft. Smith	AR
Bi State Justice Committee	Texarkana	AR
Corrections Corporation of America - Florence Correctional Center	Florence	AZ
Corrections Corporation of America Central Arizona Detention Center	Florence	AZ
Pinal County Jail	Florence	AZ
Etowah County Jail	Gadsden	AZ
Maricopa Medical Center	Phoenix	AZ
MCSO Madison Facility	Phoenix	AZ
Kern County Jail (Lerdo)	Bakersfield	CA
Imperial County Jail	El Centro	CA
Mira Loma Detention Center	Lancaster	CA
Yuba County Jail	Marysville	CA
Oakland City Jail	Oakland	CA
North County Jail	Oakland	CA
Corrections Corporation of America		CA

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
San Diego	San Diego	
Pacific Furlough Facility	San Diego	CA
Marin County Jail	San Rafael	CA
Santa Ana City Jail	Santa Ana	CA
Santa Ana County Jail	Santa Ana	CA
Glenn County Jail	Willows	CA
Yolo County Jail	Woodland	CA
Denver County Jail	Denver	CO
Robinson Correctional Center	Enfield	CT
Hartford Correctional Center	Hartford	CT
Lafayette Sheriff's Lock-up	Hartford	CT
New Haven Correctional Center	New Haven	CT
Garner Correctional Institute	Newtown	CT
York Correctional Institute	Niantic	CT
Osborn Correctional Institute	Somers	CT
Northern Correctional Institute	Somers	CT
Walker Rec Center	Suffield	CT
Corrigan Correctional Institute	Uncasville	CT
Bradenton Detention Center	Bradenton	FL
Hernando County Jail	Brooksville	FL
Sumter County Jail	Bushnell	FL
Wakulla County Jail	Crawfordville	FL
Ft. Lauderdale City Jail	Ft. Lauderdale	FL
	Green Cove	
Clay County Jail	Springs	FL
Palmetto Hospital	Hialeah	FL
Monroe County Jail	Key West	FL
Citrus County Jail	Lecanto	FL
Turner Guilford Knight Jail	Miami	FL
Comfort Suites Hotel	Miami	FL
Metro Dade Jail	Miami	FL
Orange County Jail	Orlando	FL
Bay County Jail	Panama City	FL
Sarasota County Jail	Sarasota	FL
Martin County Jail	Stuart	FL
Palm Beach County Jail	West Palm Beach	FL
Dougherty County Jail	Albany	GA
Paulding County Jail	Dallas	GA
DeKalb County Jail	Decatur	GA
Kennesaw City Jail	Kennesaw	GA
Lincoln County Jail	Lincolnton	GA
Chatham County Jail	Savannah	GA

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Department of Corrections	Agana	GUAM
Dallas County Sheriff's Office	Adel	IA
Des Moines County Jail	Burlington	IA
Linn County Jail	Cedar Rapids	IA
Pottawattamie County Jail	Council Bluffs	IA
Polk County Jail	Des Moines	IA
Hardin County Jail	Eldora	IA
Marshall County Jail	Marshalltown	IA
Woodbury County Jail	Sioux City	IA
Buena Vista County Jail	Storm Lake	IA
Benton County Jail	Vinton	IA
Johnson County Jail	Iowa City	IA
Sioux County Jail	Orange City	IA
Tama County Jail	Toledo	IA
Twin Falls County Jail	Twin Falls	ID
Haile Detention Center	Caldwell	ID
Bonneville County Jail	Idaho Falls	ID
Ada County Jail	Boise	ID
Bingham County Jail	Blackfoot	ID
Mercer County Corrections	Aledo	IL
Brookfield Police Dept.	Brookfield	IL
Coles County Jail	Charleston	IL
Dewitt County Jail	Clinton	IL
Elgin Police Dept. Jail	Elgin	IL
Riveredge Hospital	Forest Park	IL
North Chicago Police Dept.	North Chicago	IL
Ogle County Jail	Oregon	IL
Ford County Jail	Paxton	IL
Perry County Jail	Pinckneyville	IL
Sangamon County Jail	Springfield	IL
Stone Park Police Dept.	Stone Park	IL
Cumberland County Jail	Toledo	IL
Tri-county Jail	Ulin	IL
DuPage County Jail	Wheaton	IL
McHenry County Sheriff's	Woodstock	IL
Marion County Jail	Indianapolis	IN
Floyd County Jail	New Albany	IN
Shawnee County Dept. of Corrections	Topeka	KS
Harper County Jail	Anthony	KS
Atchinson County Jail	Atchinson	KS
Chase County Jail	Cottonwood Falls	KS
Ford County Jail	Dodge City	KS

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Reno County Jail	Hutchinson	KS
Seward County Jail	Liberal	KS
Harvey County Jail	Newton	KS
Jefferson County Jail	Oskaloosa	KS
Saline County Jail	Salina	KS
Sedgwick County Jail	Wichita	KS
Warren County Regional Jail	Bowling Green	KY
Boone County Jail	Burlington	KY
Kenton County Jail	Covington	KY
Franklin County Regional Jail	Frankfort	KY
Fayette County Detention Center	Lexington	KY
Laurel County Sheriff's Jail	London	KY
Vermillion Parish Jail	Abbeville	LA
Tangipahoa Parish Jail	Amite	LA
St. Martin Parish Prison	Breaux Bridge	LA
East Feliciana Parish Prison	Clinton	LA
Beauregard Parish Jail	De Ridder	LA
Concordia Parish Corrections Center	Ferriday	LA
Catahoula Correctional Center	Harrisonburg	LA
Lafayette Parish Correctional Center	Lafayette	LA
Calcasieu Parish Prison	Lake Charles	LA
St. Martin D. P. Nursing Home	Lake Charles	LA
Avoyelles Parish Prison	Marksville	LA
Avoyelles Women's Correctional Center	Marksville	LA
Iberia Parish Jail	New Iberia	LA
Orleans Parish Sheriff	New Orleans	LA
Pt. Coupee Parish Detention Center	New Roads	LA
Pine Prairie Correctional Center	Pine Prairie	LA
Camellia Garden Manor (Nursing Home)	Pineville	LA
St. Martin Parish Corrections Center	St. Martinville	LA
St. Martin Parish Medical	St. Martinville	LA
Bristol County Jail, North Dartmouth	North Dartmouth	MA
Boston Police Department	Boston	MA
Ramada Hotel	East Boston	MA
Greenfield House of Corrections	Greenfield	MA
Bristol County House of Correction	New Bedford	MA
Plymouth County H.O.C.	Plymouth	MA
Dorchester County Detention Center	Cambridge	MD
Howard County Detention Center	Jessup	MD
St. Mary's County Detention Center	Leonardtown	MD
Wicomico County Detention	Salisbury	MD



<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Worcester County Jail	Snow Hill	MD
Carroll County Detention Center	Westminster	MD
Cumberland County Jail	Portland	ME
Calhoun County Jail	Battle Creek	MI
Wayne County Jail	Detroit	MI
Bethany C. S.	Grand Rapids	MI
Kent County Jail	Grand Rapids	MI
Van Buren County Jail	Kalamazoo	MI
Monroe County Jail	Monroe	MI
Carver County Jail	Chaska	MN
Sherburne County Jail	Elk River	MN
Hennipen County Workhouse	Plymouth	MN
Minnesota Correctional Facility	Rush City	MN
Minnesota Correctional Facility Oak Park Heights	Stillwater	MN
Washington County Jail	Stillwater	MN
Mississippi County Detention Center	Charleston	MO
St. Francois County Jail	Farmington	MO
Stone County Jail	Galena	MO
Jennings City Jail	Jennings	MO
Montgomery County Jail	Montgomery City	MO
Platte County Jail	Platte City	MO
Lincoln County Sheriff's	Troy	MO
Warren County Justice Center	Warrenton	MO
Hancock County Jail	Bay St. Louis	MS
Madison County Jail	Canton	MS
Jefferson County Jail	Boulder	MT
Blaine County Jail	Chinook	MT
Toole County Jail	Shelby	MT
Mecklenburg County Jail	Charlotte	NC
Franklin County Detention Center	Louisburg	NC
Forsyth County Jail	Winston-Salem	NC
Traill County Jail	Hillsboro	ND
Washington County Jail	Blair	NE
Frontier County Jail	Curtis	NE
Scotts Bluff County Jail	Gering	NE
Hall County Sheriff	Grand Island	NE
Phelps County Jail	Holdrege	NE
Chase County Jail	Imperial	NE
Dawson County Jail	Lexington	NE
Lancaster County Jail	Lincoln	NE
Madison County Jail	Madison	NE

<u>NAME</u>	<u>CITY</u>	<u>STATE</u>
Lincoln County Jail	North Platte	NE
Douglas County Corrections	Omaha	NE
Sarpy County Jail	Papillion	NE
Cass County Jail	Plattsmouth	NE
Rockingham County Jail	Brentwood	NH
New Hampshire State Prison	Concord	NH
Hudson County Jail	Kearney	NJ
Passaic County Jail	Paterson	NJ
Sussex County Jail	Sussex	NJ
Mercer County Jail	Trenton	NJ
Sandoval County Detention Center	Bernalillo	NM
Torrance/Estancia, NM	Estancia	NM
San Miguel County Detention Center	Las Vegas	NM
Colfax County Detention Center	Raton	NM
Las Vegas City Jail	Las Vegas	NV
North Las Vegas Detention	North Las Vegas	NV
Washoe County Jail	Reno	NV
Albany County Jail	Albany	NY
Orleans County Jail	Albion	NY
Erie County Correctional	Alden	NY
Franklin County Jail	Barehill	NY
Genesee County Jail	Batavia	NY
Erie County Holding Center	Buffalo	NY
Holiday Inn	Jamaica	NY
Niagra County Jail	Lockport	NY
Wayne County Jail	Lyons	NY
Maple Heights City Jail	Maple Heights	NY
Chautauqua County Jail	Mayville	NY
Oneida County Jail	Oriskany	NY
Yates County Jail	Pennyan	NY
Clinton County Jail	Plattsburgh	NY
Schnectady County Jail	Schnectady	NY
Onandaga County Jail	Syracuse	NY
Madison County Jail	Wampsville	NY
Wyoming County Jail	Warsaw	NY
Bedford Heights City Jail	Bedford Heights	OH
Broadview Heights City Jail	Broadview Heights	OH
Pickaway County Jail	Circleville	OH
Franklin County Jail	Columbus	OH
Dayton Human Rehabilitation	Dayton	OH
Elyria City Jail	Elyria	OH
North Royalton City Jail	North Royalton	OH
Solon City Jail	Solon	OH

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Jefferson County Jail	Watertown	OH
Canadian County Jail	El Reno	OK
Oklahoma County Jail	Oklahoma City	OK
Garvin County Jail	Pauls Valley	OK
Jefferson County Jail	Waurika	OK
Coos County Jail	Coquille	OR
Lane County Jail	Eugene	OR
Josephine County Jail	Grants Pass	OR
Klamath County Jail	Klamath Falls	OR
Yamhill County Corrections	McMinnville	OR
Jackson County Jail	Medford	OR
Douglas County Jail	Roseburg	OR
Columbia County Jail	St. Helens	OR
Northern Oregon Correctional Facility	The Dalles	OR
Bedford County Jail	Bedford	PA
Bucks County Jail	Doylestown	PA
Cambria County Jail	Ebensburg	PA
Berks County Jail	Leesport	PA
Berks County Family Shelter	Leesport	PA
Pike County Jail	Milford	PA
Carbon County Correctional	Nesquehoning	PA
Montgomery County Jail	Norristown	PA
Allegheny County Jail	Pittsburgh	PA
Lackawana County Jail	Scranton	PA
Snyder County Jail	Selins Grove	PA
York County Jail	York	PA
Airport Hote, SAJ	Isla Verde	PR
ACI, Cranston RI	Cranston	RI
Columbia Care Center	Columbia	SC
Charleston County Jail	North Charleston	SC
Union County Jail	Elk Point	SD
Minnehaha County Jail	Sioux Falls	SD
Clay County Jail	Vermillion	SD
Hamilton County Jail	Chattanooga	TN
Silverdale/Hamilton County Jail	Chattanooga	TN
Williamson County Jail	Franklin	TN
Greene County Sheriff	Greenville	TN
Loudon County Jail	Loudon	TN
Blount County Justice Center	Maryville	TN
Tom/West Tennessee Detention Facility	Mason	TN
Shelby County Sheriff's Office	Memphis	TN

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Brazoria County Detention Center	Angelton	TX
Travis County Jail	Austin	TX
Bastrop County Jail	Bastrop	TX
Bedford City Jail	Bedford	TX
Kendall County Jail	Boerne	TX
Cameron County Jail	Brownsville	TX
Brazos County Jail	Bryan	TX
Burnet County Jail	Burnet	TX
Johnson County Jail	Cleburne	TX
Navarro County Justice Center	Corsicana	TX
Dallas County Jail	Dallas	TX
Denton County Jail	Denton	TX
Eules City Jail	Eules	TX
Wilson County Jail	Floresville	TX
Tarrant County Jail	Ft. Worth	TX
Upshur County Jail	Gilmer	TX
Valley Baptist Hospital	Harlingen	TX
West Oaks Hospital	Houston	TX
Walker County Jail	Huntsville	TX
Karnes City Correctional Center	Karnes City	TX
Kerr County Jail	Kerrville	TX
Mansfield Law Enforcement Center	Mansfield	TX
Charter Palms Hospital	McAllen	TX
Comal City Jail	New Braunfels	TX
Newton County Corrections Center	Newton	TX
Ector County Law Enforcement	Odessa	TX
Reeves County Detention Center	Pecos	TX
Reeves County Jail	Pecos	TX
Ft. Bend County Jail	Richmond	TX
Wackenhut Facility	San Antonio	TX
Grayson County Jail	Sherman	TX
Victoria County Jail	Victoria	TX
Wharton County Jail	Wharton	TX
Summit County Jail	Coalville	UT
Davis County Jail	Farmington	UT
Wasatch County Jail	Heber City	UT
Cache County Jail	Logan	UT
Weber County Jail	Ogden	UT
Salt Lake County Jail	Salt Lake City	UT
Salt Lake County Jail -Oxbox	Salt Lake City	UT
Utah County Jail	Spanish Fork	UT
Arlington County Jail	Arlington	VA
Piedmont Regional Jail	Farmville	VA

<b>NAME</b>	<b>CITY</b>	<b>STATE</b>
Rapp Security Center	Fredericksburg	VA
Pamunkey Regional Jail	Hanover	VA
Riverside Regional Jail	Hopewell	VA
Prince William Regional Jail	Manassas	VA
Central Virginia Regional Jail	Orange County	VA
Virginia Beach City Jail	Virginia Beach	VA
St X Golden Grove	St. Croix	VI
St. X Anna's Hope	St. Croix	VI
St. Thomas Criminal Justice Complex	St. Thomas	VI
Franklin County Jail	St. Albans	VT
Border Patrol Station, Bellingham	Bellingham	WA
Snohomish County Jail	Everett	WA
Forks City Jail	Forks	WA
Skagit County Jail	Mount Vernon	WA
Yakima County Jail	Yakima	WA
Walworth County Jail	Elkhorn	WI
Racine County Jail	Racine	WI
West Virginia Regional Jail & Corrections	Charleston	WV
Natrona County Jail	Casper	WY
Albany County Jail	Laramie	WY
Converse County Jail	Douglas	WY

**Regional Locations of projected Field and Sub Field Offices (Transitory) sites for DTS-IV implementation**

**Sub Offices (exact locations to be provided after contract award):**

Eastern – 15 offices  
 Central – 19 offices  
 Western – 23 offices

**Field Offices:**

<b>DISTRICT</b>	<b>CITY</b>	<b>STATE</b>
<b>Eastern Operation Branch.</b>		
Atlanta	Atlanta	GA
Newark	South Newark	NJ
Boston	Boston	MA
Buffalo	Buffalo	NY

<b>DISTRICT</b>	<b>CITY</b>	<b>STATE</b>
Miami	Miami	FL
Baltimore	Baltimore	MD
New York	New York	NY
Washington	Arlington	VA
<b>Central Operation Branch</b>		
Chicago	Chicago	IL
Dallas	Dallas	TX
El Paso	El Paso	TX
Houston	Houston	TX
St. Paul	St. Paul	MN
San Antonio	San Antonio	TX
New Orleans	New Orleans	LA
Detroit	Detroit	M
<b>Western Operation Branch</b>		
Denver	Denver	CO
Los Angeles	Los Angeles	CA
Phoenix	Phoenix	AZ
San Diego	San Diego	CA
San Francisco	San Francisco	CA
Seattle	Seattle	WA

### **1.5 General Functional Requirements**

The contractor shall furnish, as required, the equipment, software, maintenance, and other Contractor support services required for installation and support of all requirements defined under this contract. Such equipment, software, maintenance, and other Contractor support services shall be supplied in conformance with the terms and conditions of this contract. The government requires unlimited use and operation of all equipment twenty-four (24) hours per day, seven (7) days per week. Requirements for ICE facilities and IGSA sites will be listed separately under sections 2.0 and 3.0, respectively.

### **2.0 ICE FACILITIES DETAINEE TELEPHONE SYSTEM REQUIREMENTS**

#### **2.1 Capabilities of the Detainee Telephone System at ICE Facilities**

Capabilities inherent to this system shall include the following:

- (a) Provide a comprehensive audit trail of account activities;
- (b) Track calls pricing information before and as a call is being processed;
- (c) Produce a variety of cost and call accounting and management reports;

- (d) Provide supervisory control of system configuration files (each control station must have user controls and password protection to prevent unauthorized access);
- (e) Allow for collect call and debit call processing;
- (f) Provide phone call and record access to ICE
- (g) Provide for the archival of call history, cost, and call accounting information on commonly used electronic media (Access, Excel);
- (h) Security features for the prevention of fraudulent telephone calls and to ensure supervisory control of system, call monitoring, etc;
- (i) Special access calls (pro-bono groups, consulates, etc) free calls to detainees to an estimated 100 pre programmed numbers per site at both ICE facilities. These numbers are subject to change from time to time.

## **2.2. Programmable speed dialing**

The contractor shall allow for a minimum number of programmable speed dial numbers, per facility, authorized for detainee use. ICE currently allows numbers related to detainee free legal services, phone calls to consular offices, and access to courts for its detainee population. These types of calls must be made at no cost to the detainee or ICE. The contractor shall provide the minimum number of "no cost" programmable speed numbers needed to satisfy ICE policy requirements. These phone numbers will change from time to time during the life of the contract. The estimated toll free telephone numbers shall be approximately 100 per site. The contractor shall implement these changes within 2 hours of notification or the contractor may provide training to Government personnel so that they may implement the changes. The contractor's system must allow for programming of times that calls may be placed and times no calls may be placed, or provide accessible phone kill switches that are accessible by ICE personnel. Currently, ICE allows calls between the hours of 6:00 a.m. and 10:00 p.m., seven days per week. These telephone numbers shall be given to the contractor after award.

## **2.3 Silent Monitoring Units**

The contractor shall provide the capability for silent monitoring. The contractor shall provide a minimum of one monitoring unit at each location. All other equipment that the contractor will install to implement the detainee telephone system will remain the property and responsibility of the contractor.

### **2.3.1 Compliance with Regulatory Requirements**

The contractor shall be responsible for compliance with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the performance period of this contract.

### **2.3.2 Industry Standards**

Telephone equipment to be used by detainees must be of detention grade quality and tamper-proof. ICE reserves the right to accept or refuse any equipment scheduled for installation that is not secure, or fails to meet industry standards for detention facility equipment.

### **2.3.3 American with Disabilities Act Compliance.**

The contractor will be required to satisfy requirements mandated by the Americans with Disabilities Act (e.g., process calls from a TDD instrument through the system).

### **2.3.4 Call Processing Information**

All call processing and call rating information shall be kept current by the contractor to ensure detainees can place calls to all approved numbers. This information includes but is not limited to local exchanges, area codes, country codes, vertical and horizontal coordinates, and any other information necessary to accurately process and rate calls. The contractor shall provide ICE with rating information for all calls when requested by ICE.

### **2.3.5 Number Blocking**

The contractor's system shall contain the ability to block from both live monitoring and electronic recording detainee calls which are pre-identified as being "legal" calls if monitoring and recording is instituted by ICE. Upon contract award, the contractor will be provided a list of phone numbers to block at each site.

### **2.3.6 Communications Interfaces**

The DTS-IV shall support all industry accepted telecommunications network interfaces required for connectivity to telecommunications carriers to support all outbound calling services.

### **2.3.7 Time Limits on Calls**



The contractor's system shall have the ability for ICE to set time limits on calls. ICE reserves the right to set the time limits on calls. Time limits are subject to change in duration at any time.

### **2.3.8 Outbound Only Calls**

The system shall provide for outbound calls only. The contractor shall certify prior to activation of telephones installed that incoming calls cannot be completed to any detainee telephone.

### **2.3.9 Second Dial Tone**

The DTS-IV shall not allow a detainee to obtain a second dial tone without hanging up the phone from the first call.

### **2.3.10 Maximum Ring Time**

The DTS-IV shall provide for a maximum ring time for ten rings prior to disconnecting a call. The amount of ring time may be adjusted with the concurrence of ICE COTR.

### **2.3.11 Call Answer Notification**

Once the called party has answered a call, the DTS-IV shall immediately begin playing the necessary voice interaction scripts and replay them until the called party responds or the time limit for responses expires.

### **2.3.12 Separation Of Voice Path Until Call Acceptance**

The DTS-IV shall not allow the called party or the calling party to speak to or hear the other party except for the prerecorded name, until the call has been accepted.

### **2.3.13 Electrical Conditioning**

The contractor shall be responsible for service outages due to electrical surges or reduced voltages in any portion of the system or service. These include outages or reduced voltages due to lightning or poor electrical qualities provided from the detention facility.

**2.3.14.1** It shall be the contractor's responsibility to provide electrical conditioning and protection, such as Universal Power Supplies and surge protection strips to protect all DTS-IV equipment against power outages, electrical surges, reduced voltages, and/or poor electrical qualities provided from the detention facility. Any changes to the physical structure of a detention facility for installation of these conditioning and protection devices must be approved by and coordinated with ICE.

**2.3.14.2** The DTS-IV shall be capable of recovering from a power outage automatically or remotely once power is restored.

### **2.3.15 Called Party Voice Message Announcements**

**2.3.15.1** The DTS-IV shall have the capability to make the following types of voice message announcements. The exact announcements and language will be determined by ICE after award of contract.

**2.3.15.2** The DTS-IV shall provide the called party with an opportunity to deny all future calls of that same type from a detainee by responding to a voice response prompt when answering a call. ICE shall have the capability to turn this feature on or off.

**2.3.15.3** The DTS-IV shall have the capability to provide automated messages to the called party in the language specified (English or Spanish or predominate third language) by the detainee for that called number. The detainee will have the option to chose the language before the call begins. The Contractor is encouraged to record these messages in as many languages as possible.

**2.3.15.4** The DTS-IV shall have the capability to accept the called party's response via keypad input from the telephone or a voice response.

**2.3.15.5** The DTS-IV shall be capable of announcing to the called party that the call is collect or direct dial, as appropriate. ICE shall have the capability to turn this feature on or off.

**2.3.15.6** The DTS-IV shall be capable of providing an announcement, configurable by the ICE, and used as determined by ICE. ICE shall have the capability to turn this feature on or off.

**2.3.15.7** The DTS-IV shall be capable of announcing to the called party the name of the calling party. ICE shall have the capability to turn this feature on or off. The DTS-IV shall be capable of announcing to the called party how to accept calls.

**2.3.15.8** The DTS-IV shall be capable of announcing to the called party an instruction to proceed talking.

**2.3.15.9** The DTS-IV shall be capable of announcing to the called party the collect call rate, prior to acceptance, when a collect call is placed.

### **2.3.16 Trunk Rotation**

**2.3.16.1** The contractor shall provide the DTS-IV so that when a trunk is unavailable, the call shall be automatically rerouted to the next available trunk.

**2.3.16.2** Trunks shall not be permanently assigned or affixed to an individual telephone or station. Telephone stations shall access the next available trunk on a rotating basis.

**2.3.16.3** The contractor shall provide ICE with a flow chart(s) of call processes including voice response decision branches, which the DTS-IV will be required to follow. This flow chart(s) shall be maintained current throughout the life of this contract and provided to the ICE COTR as changes are made.

### **2.3.17 Voice Quality**

**2.3.17.1** The quality of voice connections provided by the DTS-IV shall meet or exceed appropriate industry standards in use in the United States and enacted by appropriate standards organizations (Bellcore, IEEE, ANSI, NIST, Federal Information Processing Standards (FIPS)) for transmitted and received levels, noise, cross-talk, and frequency range. The contractor shall provide ICE with the standard to which their DTS-IV will adhere.

**2.3.17.2** This voice quality level shall be in place for all telephone services at all stages of a call and shall not be affected by any other DTS-IV feature, function, or capability.

### **2.3.18 Direct Dial Service Requirements**

#### **2.3.18.1 General Direct Dial Service Requirements**

- (a) Call charges for detainees shall not begin until the called party has accepted the call;
- (b) Call charges shall stop when either the calling or called party hang up;
- (c) Detainees shall not be charged for calls, which result in Special Information Tones (SIT).

#### **2.3.18.2 Local Direct Dial Service**

The contractor shall provide local direct dial telephone service at all ICE detention facilities where the DTS-IV is installed. The local calling area shall be equivalent to the local calling public pay phone area at each detention facility. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.3.18.3 Long Distance Direct Dial Service**

The contractor is responsible for providing long distance direct dial telephone circuits. Long distance direct dial, for purposes of this contract, is defined as any call not within the local area defined in C.2.18.2 and not considered international. These

telephone circuits will be provided by the contractor. The DTS-IV shall process all long distance direct dial telephone calls placed by detainees over these circuits.

#### **2.3.18.4 International Direct Dial Service**

The contractor shall provide International direct dial telephone service at all detention facilities where the DTS-IV is installed. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.4 General Collect Call Requirements**

**2.4.1** The system shall have a feature which will block a call to a specific number after two (2) attempts to this number have been completed and refused within a day.

#### **2.4.2 Reserved**

**2.4.3** The system shall contain a feature which allows for the person paying for a call to specify a predetermined amount which they will accept and once the threshold has been reached, all further calls placed collect would not be permitted, on any one call.

**2.4.4** Human operators shall not be used at any point during a collect call except under extraordinary circumstances and as agreed to by the ICE COTR.

**2.4.5** Collect calls shall not be connected nor shall billing commence until the called party indicates acceptance of the call.

**2.4.6** Billing for the called party shall stop when either the called or calling party hangs up.

**2.4.7** The DTS-IV contractor shall assume all responsibility for billing called parties receiving DTS-IV collect calls, and collecting payments for these calls.

#### **2.4.8 Debit Calling**

The DTS-IV contractor shall provide direct debit calling capability. This shall include having a system compatible with the contractor-operated commissaries located at ICE detention facilities to sell prepaid minutes or by making offering debit cards to the detainees.

#### **2.4.9 Local Collect**

The contractor shall provide local collect calling service at all ICE facilities where the DTS-IV is installed. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.4.10 IntraLATA Collect**

The contractor shall provide intraLATA collect calling service at all ICE facilities where the DTS-IV is installed. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.4.11 InterLATA Collect**

The contractor shall provide interLATA collect calling service at all ICE facilities where DTS-IV is installed. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-II.

#### **2.4.12 Interstate Collect**

The contractor shall provide interstate collect calling service at all detention facilities where the DTS-IV is installed. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.4.13 International Collect**

The contractor is required to offer international collect services for the DTS-IV to all eligible countries. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service through the DTS-IV.

#### **2.4.14 Special Interim Collect**

The contractor shall provide similar collect services to detainees during the period of time the incumbent telephone system is being de-installed and the new DTS-IV is being installed. Simultaneous de-installation of the existing DTS and installation of the new DTS-IV will most likely not be possible due to limited space for two systems in the DTS room. Down time may be allowed during the actual cut-over process to allow for full system integration testing.

#### **2.4.15 Collect Call Service**

The contractor shall provide the collect call services through the use of an Automated Operator.

#### **2.4.16 Call Rates**

**2.4.16.1** The contractor's rates charged to the called party for calls regulated by the State regulatory commission shall not exceed that regulatory commissioning body's rate cap for residential call rates. In those states which the State regulatory commission does not

provide a rate cap for residential call rates, the contractor's rates charged to the called party for calls shall not exceed the highest residential call rate being charged in that state by a telephone company other than the DTS-IV contractor.

**2.4.16.2** The contractor's rates charged to the called party for calls regulated by the Federal Communications Commission (FCC) shall not exceed the Message Toll rates for long distance calls and the service charge for residential Operator Station set by the inter-exchange carrier with the highest yearly domestic long distance toll revenues (currently AT&T).

#### **2.4.17 Telephone Lists**

**The DTS-IV shall be capable of maintaining a list of private attorney telephone numbers. These shall be programmed within two (2) hours after the contractor is notified in writing (faxes are acceptable). Alternatively, the contractor may show ICE employees at each site how to program these numbers. These numbers shall be given after contract award. These are not toll free (1-800) numbers.**

**2.4.18** The DTS-IV telephone system shall have the capability to record all detainee telephone conversations. This feature shall be capable of being enabled and disabled nationwide or by the ICE detention facility and/or by ICE staff with appropriate access levels.

#### **2.4.19 Do Not Record**

This designation shall control whether the voice path of a call is routed to the detention facility recorder. If a number is flagged as an attorney call on the DTS-IV, when the call is placed, the voice path of the call shall be disconnected from the detention facility recorder. Once the voice path of the call has been disconnected from the recorder, a tone shall be directed to the recorder path in lieu of the voice. The ICE shall be capable of enabling or disabling this feature. The default setting for this field shall be to not record each call. This feature shall be capable of being globally enabled and disabled nationwide or by the detention facility by ICE staff with appropriate access levels.

#### **2.4.20 Called Party Language Preference**

This setting shall be English, Spanish, or the next prevalent spoken language at each detention facility. English shall be used as the default setting. This preference setting determines the language the DTS-IV will use to present voice messages to the called party. This shall be capable of being individually set for each telephone number dialed

#### **2.4.21 Additional Features**

The proposed system must have the capability for three-way call detection and termination.

#### **2.4.22 List of Call Reports Required**

A statement of account activity for a thirty, sixty, and ninety day periods is required.

#### **2.4.23 Limitation of Liability to the ICE**

All fraudulent and uncollectible calls will be the sole liability of the contractor with no resulting liability to ICE. A fraudulent call is a call that is made from the facility to an outside person or persons and that is uncollectible due to the systems inability to prevent the call. The contractor's system shall include fraud prevention and must not allow the use of credit cards, telephone calling cards or any other instrument not specifically authorized for use by ICE. Currently, only pre-paid debit cards or collect calls are allowed from any ICE location or facility. A commissary contractor is in the process of being selected. The contractor's system must be compatible with the forthcoming commissary system. An uncollectible call is that call for which a collect call was made to an outside party and the outside party has refused payment or is otherwise unable to pay for a call that was their responsibility.

### **3.0 REQUIREMENTS FOR IGSA SITES DETAINEE TELEPHONE SYSTEM REQUIREMENTS**

The following sub-sections describe the required functionality for DTS calling from IGSA site locations.

#### **3.1 Required capabilities of DTS IV at IGSA facilities locations**

Functionality required for extending DTS capabilities to IGSA facilities shall include the following:

- (a) Provide a comprehensive audit trail of account activities.
- (b) Tracks call pricing information before and as a call is being processed.
- (c) Produce on CD ROM, a variety of cost and call accounting and management reports in the latest version of Microsoft Access, which, either by use of Access queries or non-technical staff to the latest version of Microsoft Excel can export other means.
- (d) Provide for security features that will:
  - prevent unauthorized or fraudulent telephone calls
  - ensure supervisory control of system and web site files (there must be adequate user controls and password protection to prevent unauthorized access to files, web site, reports, etc.

- (e) Provide for the archival of call history, cost, and call accounting information on electronic media.
- (f) Provide for calls to at no charge to detainees at IGSA sites at no cost. These calls are to be used to contact detainee pro bono legal services, consular offices, courts, appeal boards, and government offices. Detainee calls are to be dialed via selecting from a list of pre-programmed telephone numbers. The DTS must accommodate a minimum of 99 pre-programmed telephone numbers per site. Any call made to a telephone number that is not one of the pre-programmed telephone numbers is deemed to be an emergency telephone call. Detailed calling requirements are discussed in Section 3.2.

### **3.2 DTS Calling Requirements for IGSA Facilities**

The following sub-sections describe the required functionality for DTS calling from IGSA facility locations.

#### **3.2.1 Programmable Speed Dialing**

The contractor shall allow for a minimum of 99 programmable speed dial authorized for detainee use. ICE will supply the telephone numbers that the contractor shall pre-program. The following types of calls are to be provided to detainees. Calls are only permitted to be placed to the following locales and in the following situations:

- (a) Local Immigration Courts
- (b) Board of Immigration Appeals
- (c) Federal and State Courts
- (d) Consular Offices
- (e) Pro Bono Legal Service Providers
- (f) Federal, State and Local Government Offices (for the purposes of obtaining documents)
- (g) Personal Emergencies (IGSA/IGA staff will determine if an emergency call is to be made)

No other types of calls, locales of calls or call situations are included in this contract. However, additional locales and call situations may be added as required by ICE Detention Standards. Personal emergency phone calls made by IGSA supervisory staff will require the entering of a unique PIN or other personal identification number for the IGSA staff member and the alien registration number (A-number) of the detainee prior to the call being initiated.

The programmable phone numbers will need to be changed from time to time. The contractor shall implement programmable telephone number changes within 8 hours of



notification or the contractor may provide training to state and local IGSA personnel so that they can implement the changes. The contractor's system shall allow for programming of times that calls may be placed and times no calls may be placed.

### **3.2.2 Compliance with Regulatory Requirements**

The contractor shall be responsible for compliance with all regulatory requirements imposed by local, state, and federal regulatory agencies for all systems and services provided throughout the performance period of this contract.

### **3.2.3 Time Limits on Calls**

The contractor's system shall have the ability for the ICE to set time limits on calls. The ICE reserves the right to set the time limits on calls. Time limits are subject to change in duration at any time

### **3.2.4 Outbound Only Calls**

The system shall provide for outbound calls only. The contractor shall certify prior to activation of telephones installed that incoming calls cannot be completed to any detainee telephone.

### **3.2.5 Second Dial Tone**

The DTS shall not allow a detainee to obtain a second dial tone without hanging up the phone from the first call (i.e. no third party calls).

### **3.2.6 Maximum Ring Time**

The DTS shall provide for a maximum ring time of ten rings prior to disconnecting a call.

### **3.2.7 Call Answer Notification**

Once the called party has answered a call, the DTS shall immediately begin playing the necessary voice interaction scripts and replay them until the called party responds or the time limit for responses expires. The notification system/process will be installed at a particular facility at the discretion or at the direction of the ICE COTR.

### **3.2.8 Electrical Conditioning**

The contractor shall be responsible for service outages due to electrical surges or reduced voltages in any portion of the system or service. These include outages or reduced voltages due to lightning or poor electrical qualities.

**3.2.8.1** It shall be the contractor's responsibility to provide electrical conditioning and protection, such as Universal Power Supplies and surge protection strips to protect all DTS equipment against power outages, electrical surges, reduced voltages, and/or poor electrical qualities.

**3.2.8.2** The DTS shall be capable of recovering from a power outage automatically or remotely once power is restored.

### **3.2.9 Called Party Voice Message Announcements**

The DTS shall have the functionality described below.

**3.2.9.1** The DTS shall have the capability to make voice message announcements. After contract award, the COTR will determine the content of all announcements to be used. Contractor shall provide prompts in up to six (6) languages as determined by the ICE COTR.

**3.2.9.2** The DTS shall ensure that the receiving called party has the opportunity to deny all future calls from a detainee by responding to a voice response prompt when answering a call. Contractor shall provide prompts in up to six (6) languages as determined by the ICE COTR.

**3.2.9.3** The DTS shall have the capability to accept the called party's response via keypad input from the telephone or via a voice response. Contractor shall provide prompts in up to six (6) languages as determined by the ICE COTR.

### **3.2.10 Trunking Rotation**

**3.2.10.1** Trunking is at the option of the contractor.

**3.2.10.2** The contractor shall provide the ICE with (a) Flow Chart(s) of call processes including voice response decision branches that the DTS will be required to follow. This flow chart(s) shall be maintained to remain current throughout the life of this contract and provided to the ICE COTR as changes are made.

### **3.2.11 Voice Quality**

**3.2.11.1** The contractor shall provide telco-quality that meets the appropriate Bellcore standards.

**3.2.11.2** This voice quality level shall be in place for all telephone services at all stages of a call and shall not be affected by any other DTS feature, function, or capability.

### **3.2.12 General Service Requirements**

#### **3.2.12.1 Local Service**

The contractor shall provide local direct dial telephone service at all participating IGSA sites through its centralized platform via a contractor provided 800 number and shall ensure that the facility has access to ICE telephone services. The local calling area shall be equivalent to the local calling public pay phone area at each IGSA site. The contractor shall be responsible for installing and maintaining all telephone circuits necessary to provide this service.

### **3.2.12.2 Long Distance Direct Dial Service**

The contractor is responsible for providing long distance telephone service at all participating IGSA sites through its centralized platform via a contractor provided 800 numbers and shall ensure that the facility has access to ICE telephone services. Long distance, for purposes of this contract, is defined as any call not within the local IGSA site area and includes international calls. The contractor shall provide these telephone circuits. The contractor shall process all long distance telephone calls placed by detainees over these circuits.

### **3.2.12.3 International Direct Dial Service**

The contractor is responsible for providing international telephone service at all participating IGSA sites through its centralized platform via a contractor provided 800 numbers and shall ensure that the facility has access to ICE telephone services. International is defined as any call not within the local IGSA site area and includes international calls. The contractor shall provide these telephone circuits. The contractor shall process all international distance telephone calls placed by detainees over these circuits.

### **3.2.13 Call Rates**

The contractor shall maintain current and accurate copies of tariffs covering all services being offered. These records must be available for review upon ICE COTR request.

### **3.2.14 List of Call Detail Recording**

The contractor shall provide and maintain call detail recording (CDR) information on each call carried by the DTS. The contractor shall also provide traffic detail in periods of fifteen minutes or less, demonstrating the contractor's compliance with reliability and grade of service requirements specified elsewhere. At a minimum, this CDR information shall identify:

- (a) the IGSA site
- (b) alien registration number of the detainee making the call
- (c) personal identification number of the IGSA staff member assisting the detainee in making an emergency call.
- (d) type of call (pro-bono, emergency, etc.)

- (e) originating telephone number
- (f) terminating telephone number (including the city, state and country of the terminating number)
- (g) whether the call was local, long distance or international
- (h) date
- (i) starting time
- (j) call length

All installation sites shall include the above CDR information.

### **3.2.15 List of Call Reporting Requirements**

A statement of account activity for a thirty, sixty, and ninety day period (including calendar year to date) is required. At a minimum, the contractor shall provide summary level reports containing the following information sorted and totaled as specified below:

- (a) All calls for each period (thirty, sixty, ninety days, calendar year to date) sorted and totaled by each IGSA site (including call counts and call time).
- (b) All calls for each period (thirty, sixty, ninety days, calendar year to date) sorted and totaled by call type (local, long distance or international) with sub-totals for each IGSA site and including counts for each call type.
- (c) All calls for each day within each period (thirty, sixty, ninety days, calendar year to date) sorted and totaled by each IGSA site (including call counts and call cost totals).
- (d) All calls within each period made to numbers that were not preprogrammed (thirty, sixty, ninety days, calendar year to date) sorted and totaled by each IGSA site (including call counts and call costs).

The contractor shall also maintain an Archive of Call History, Cost, and Call Accounting information on CD ROM or other electronic media of sufficient detail so that the call history, cost and call accounting reports can be generated from the archive.

This information specified in these reports shall be provided on a CD-ROM in a file readable by the latest version of Microsoft Excel.

### **3.2.16 Limitation of Liability to the ICE**

All fraudulent calls will be the sole liability of the contractor with no resulting liability to the ICE. A fraudulent call is a call that is made from the facility to an outside person, persons or to an unauthorized location(s) that occurred due to the system's inability to prevent the call. Any call made to a telephone number that is not one of the pre-programmed telephone numbers is deemed to be an emergency telephone call. Emergency calls must require the entering of a PIN or other identifying number of the

IGSA staff member who is making the emergency call on behalf of a detainee and the alien registration number (A-number) of the detainee, else such calls are deemed to be fraudulent. The contractor's system shall include fraud prevention and must not allow coin calls, collect calls, third party calls, or the use of credit cards, telephone calling cards or any other instrument.

### **3.2.17 Grade of Service**

The contractor shall provide a P.01 grade of service (GOS) for all telecommunications services.

### **3.2.18 Functional Administrative Requirement**

Contractor shall furnish a means and method for the administrative requirements of DTS-IV whereby authorized personnel will be able to manage the information of organizing and retrieving pro bono phone numbers. The administrative function shall provide a method to ensure the ability to identify information on a site by site basis and provide specific information for each site relating to information of pro bono specific dialing instructions and any other relevant information which would help in the effort of disseminating and maintaining information, with the intergovernmental agency, the ICE administrative staff contractor, and possibly pro bono interested parties. The contractor shall use the latest technology, including but not limited to a website or other type or medium for providing the most user-friendly means for administration of the DTS-IV. Contractor shall be responsible for all costs associated with any development of such methods, procedures, and website. Contractor shall also consider website for the purpose of training and other DTS-IV related information in order to achieve the single point of contact type configuration to allow for the most efficient administrative coordination of DTS-IV between ICE, the intergovernmental agency, contractor, and potentially other outside interested parties

## **4.0 TRANSITION, IMPLEMENTATION AND COMPLETION**

This section describes requirements for the transition period and the required activities and deliverables that are to occur in the transition for both ICE and IGSA facilities. If contractor must modify or install equipment, other hardware or software at an ICE facility or IGSA site, then for every task order that is issued for the installation of the DTS, it shall be the responsibility of the contractor to work with ICE and IGSA staff and coordinate the modification and/or installation. The contractor shall also abide by all local ICE and IGSA rules and regulations such as the requirement to inventory all equipment and tools prior to entering or exiting the IGSA site and/or ICE facility.

### **4.1 Transition and Implementation Plan**

The contractor shall provide a Transition and Implementation Plan that will include a time line for installation of DTS functionality at the contractor site (including the web site) and the provision of all required telephone services at all IGSA sites and ICE facilities, consistent with requirements outlined in this section. If in order to provide DTS functionality to IGSA sites and ICE facilities, the contractor needs to inspect the sites and identify needed equipment, other hardware, and software, the contractor shall also create an Installation Plan for each site that shall address all aspects of installation for each facility.

**4.1.1** The Plan shall describe the activities involved in the transition to and implementation of DTS at the contractor site (including the web site) and IGSA/ICE sites (if needed).

**4.1.2** The contractor shall coordinate the transition and implementation of the DTS at the contractor site (including the web site) and IGSA/ICE sites with the ICE COTR.

**4.1.3** If the facility has its own telephone system, the focus of the Transition and Implementation Plan shall be to minimize service disruption during the process of setting up the DTS.

**4.1.4** The contractor shall provide an Installation Plan subject to ICE approval to include all aspects of the installation process. This plan proposed by the contractor shall be the baseline plan for DTS functionality at the contractor site (including the web site and DTS implementation at every IGSA/ICE facility (if needed). The contractor shall include any other components for this baseline plan deemed necessary in addition to the elements in "A" through "E" below. Inspection and acceptance testing procedures are required to ensure the DTS equipment and installation conforms to the RFP requirements. The plan shall include, at a minimum, the following:

**A. Pre-installation procedures** (As needed and as determined by the ICE COTR)

1. Staffing requirements
2. Site visits (As needed and as determined by the ICE COTR)
3. Site evaluation (As needed and as determined by the ICE COTR)
4. System requirements check

**B. Service coordination** (As needed and as determined by the ICE COTR)

1. Local service arrangements
2. Inter-exchange and international service agreements
3. Time requirements for installation of services

**C. Software preparation.**

Data conversion (As needed and as determined by the ICE COTR)

Data input. This will include but may not be limited to the following:

- (a) Preprogrammed telephone numbers provided by Headquarters (HQ) Detention and Removal Operations (DRO).
- (b) Alien registration numbers (A-numbers) provided by HQ-DRO.
- (c) IGSA/ICE staff PIN or other ID numbers provided by HQ-DRO.
  
- (d) Call categories Provided by HQ-DRO
  - 
  - Local Immigration Courts
  - Board of Immigration Appeals
  - Federal and State Courts
  - Consular Offices
  - Pro Bono Legal Service Providers
  - Federal, State and Local Government Offices (for obtaining documents)
  - Personal Emergencies (IGSA/IGA supervisory staff will determine if an emergency call is to be made)
  
- (e) Type of Call
  - Local
  - Long Distance
  - International
  
- (f) Languages
  - Contractor shall provide prompts in up to six (6) languages as determined by the ICE COTR.

**D. Installation procedures.** (As needed and as determined by the ICE COTR)

1. Equipment delivery
2. Time required for installation
3. Equipment security
4. Cut-over (if needed)
5. Cleanup

**E. Post-installation procedures.**

1. System testing (shall include all functions of the DTS)
2. System acceptance
3. After action reporting

**4.1.5 Installation Time Period**

ICE will not issue any delivery order until agreement is reached with the applicable IGSA/ICE site(s) to permit the contractor solution.

**4.1.6 Air Conditioning.**

Air conditioning is not always available. The operating environment for all equipment is generally 60 to 90 degrees Fahrenheit, 40 to 90 percent humidity (non-condensing). Telephone units may be exposed to temperatures as high as 120 degrees Fahrenheit in some remote locations. The contractor shall ensure that all equipment installed can operate within the temperature requirements stated above.

#### **4.1.7 Cleanup**

The contractor shall be responsible for ensuring the areas of installation are emptied of all materials used and discarded during installation.

#### **4.1.8 Newly Constructed Detention Facilities**

When a new detention facility is opened by ICE (but before occupancy by detainees), the contractor and ICE shall determine a schedule for installation of a DTS-IV at that location to ensure service as soon as practicable at the new site. The number of sites to be opened during the life of the contract is unknown. The contractor is advised that installation dates for the DTS-IV at new ICE detention facilities occasionally change due to construction delays or the ICE's needs. The contractor shall be required to work with ICE to adjust to these delays or changes in implementation dates at no additional cost to the government.

#### **4.2 Available Power**

The contractor shall assess the available power at each IGSA/ICE facility where the DTS is to be installed in order to ensure that the contractor's equipment shall fully operate within the available power.

#### **4.3 Cut-over (As needed and as determined by the ICE COTR)**

The contractor shall propose the time required to perform the physical cutover of a DTS location (As needed and as determined by the ICE COTR) and shall provide specific details on the process of the cutover to the DTS within the Transition and Installation plan.

#### **4.4 Telephone System Software**

The contractor shall certify that any required software shall be fully supported by the contractor for the full system life. In addition to the delivered system, one (1) additional copy of the software and documentation (on either disk, CD, tape or other electronic archival media) shall be provided to ICE COTR for back-up purposes. The contractor shall provide to ICE one backup copy for each IGSA/ICE site. The contractor shall ensure that all data and software at the contractor site and all IGSA/ICE sites (including and the web site) are backed up on disk, CD, tape, or other electronic archival



media. ICE shall be entitled to the use of, at no additional charge, any contractor software installed in the system for the life of the contract.

#### **4.5 Hardware Engineering Changes (As needed and as determined by the ICE COTR)**

The contractor shall provide all hardware engineering changes and new software releases to the ICE at the end of each calendar year, for informational purposes.

#### **4.6 Changes and Modifications to Contractor Software**

The contractor is responsible for the coordination of the installation of new releases of the software at the contractor (including web site software) and ensuring that complete testing is performed prior to release. The contractor is responsible for the making of all changes with the individual IGSA/ICE sites (as needed and as determined by the ICE COTR). The contractor shall ensure that sites running the older version(s) of the DTS (if there are any) will be supported during the installation of new releases and the making of all changes at the IGSA/ICE sites. In order to ensure that the modified DTS will properly function, the contractor shall perform a complete system test to ensure that each IGSA/ICE facility can utilize DTS without failure and that each facility has access to any data files (IGSA/ICE PIN or other identification numbers, A-Numbers, telephone numbers, etc.) after a release has been installed or after all changes are made. This test shall also incorporate all functions of the DTS as required in Section 4.1.4, Section E.1.

The ICE shall be provided with the test results for the contractor site (on request) and for each IGSA/ICE facility. The ICE shall also be provided with the full documentation of all contractor changes and/or modifications to the operating and systems software provided to meet ICE requirements (As needed and as determined by the ICE COTR).

In the case of new software releases (as needed and as determined by the ICE COTR) ICE may elect to accept the later releases of the software. Software support shall be provided at no cost to ICE during the period of this contract. If the ICE elects to accept later versions, the contractor shall continue to correct any latent defects of operating software supplied under this contract. Operating software refers to those routines that interface directly with hardware peripheral devices, the computer operations, as well as applications and utility programs. The software furnished shall conform to and perform in accordance with the contractor's functional descriptions and data requirements.

#### **4.7 Completion of contract and transition**

The Contractor shall be responsible for removing all equipment related to the DTS-IV at the termination or completion of the contract; at closure of any ICE facility; at the termination of a contract between the ICE and a IGSA site; or as otherwise needed and as determined by the ICE COTR. ICE shall determine the schedule for the removal of equipment. Immediately upon the completion or termination of this contract the

contractor shall provide ICE all financial and call records for the entire term of the contract along with the software to easily retrieve and output this information within the same parameters of the reports provided in this SOW. The contractor at no cost will provide this system to the ICE.

#### **4.8 Maintenance Requirement**

The contractor shall not configure DTS-IV to require on-site support under normal operating conditions. Contractor personnel will work with IGSA/ICE staff in order to gain access to the IGSA/ICE facility for the repair and removal of equipment, restoration and enhancement of services, and remedial and scheduled maintenance activities as needed and as determined by the ICE COTR. The contractor is responsible for restoring any IGSA/ICE site to a condition acceptable to IGSA/ICE facility management after the removal of DTS-IV equipment from the facility as needed and as determined by the INS COTR.

### **5.0 MAINTENANCE SERVICE LEVELS**

#### **5.1. Service Level Requirements**

The contractor shall establish and maintain an 800 number manned 24-hours per day, 365 days per year. This telephone number will be used by ICE and the IGSA/ICE facilities for the calling for repairs as well as for telephone technical support. The contractor shall provide a single point of contact (with an alternate) for the reporting of all system equipment problems or malfunctions at each facility.

##### **5.1.2 System Failure**

Because of the nature of a detention facility, it is imperative that the contractor guarantee response time to system failures. Response time shall be one hour via telephone or four hours for on-site maintenance for major system failures, regardless of day, holiday, or time of day. For minor system failures, response time shall be within one-working day.

Major system failure is defined as more than 40% of detainee phones cannot place outgoing calls from any single facility, or any batch processing part of the main process is down which would affect detainee file transfers, detainee's inability to place calls, et cetera. Minor system failures are defined as more than 10% of the detainee telephones are not functional (in any one facility); problems on the main processor which do not affect moneys, call record collection and/or other critical areas; et cetera.

#### **5.2 General Maintenance Requirements**

The contractor shall ensure that there is (at the minimum) a weekly backup copy of detailed CDR data for each IGSA/ICE facility on either disk, CD, tape, or other electronic archival media.

**5.2.1 Remedial Maintenance** (As needed and as determined by the ICE COTR)

The contractor is responsible for all remedial maintenance on its web site and all other systems that impact the DTS. The contractor shall coordinate with IGSA/ICE staff in order to gain access to perform remedial maintenance as needed and as determined by the ICE COTR. The contractor shall provide all labor, personnel, equipment, tools, materials, supervision, transportation and other items and services as necessary to perform maintenance on its software (including its web site) and for all locations. The contractor shall perform remedial maintenance on equipment when a service call is placed and as determined by the ICE COTR. Remedial maintenance shall include all necessary labor and parts to return the equipment to operational condition. A maintenance call shall not be considered completed until the system passes all applicable self-tests and diagnostics.

**5.2.2 Preventive Maintenance** (As needed and as determined by the ICE COTR)

The contractor is responsible for routine preventive maintenance on its web site and all other systems that impact the DTS. The contractor shall coordinate with IGSA/ICE staff in order to gain access to perform preventive maintenance as needed and as determined by the ICE COTR. The contractor shall provide to ICE, a Preventive Maintenance Schedule that is to be monitored by ICE personnel, upon acceptance of the system. The contractor shall perform a preventive maintenance check whenever an equipment item is repaired. Preventive maintenance shall include at least an overall check of the system including running all diagnostics. This shall be consistent with the contractor's established standards of preventive maintenance. The ICE COTR must acknowledge all repairs at any DTS site.

**5.2.3 Point of Contact**

The contractor will be provided with the name, telephone number and e-mail address of at least one or more individuals at each IGSA/ICE facility and at each local ICE office who will serve as the Point of Contact for the contractor within 30 days after contract signing.

**5.2.3.1** The contractor shall not require the use of an on-site administrator to fulfill the maintenance or any other requirements of this contract. As needed and as determined by the ICE, COTR, the contractor shall coordinate with each IGSA/ICE for access to the facilities for the repair of services and equipment, and remedial maintenance needs.

**5.2.3.2** The contractor shall not schedule routine and preventative maintenance more than once per month for any site. This shall include all subcontracted maintenance activities for any DTS component.

**5.2.3.3** The contractor, at the request of the COTR, shall not perform any work that may adversely affect detainee use of the telephones during off peak hours.

#### **5.2.4 Maintenance Status Updates**

**5.2.4.1** During a major system problem, the contractor shall be required to update the ICE COTR hourly until the problem is resolved.

**5.2.4.2** The contractor's update shall include, at a minimum, the following information.

- (a) Current status of the problem
- (b) Projected solutions
- (c) Estimated time needed to resolve the problem

#### **5.2.5 Maintenance Reports**

**5.2.5.1** The contractor shall develop, prepare, and provide monthly maintenance reports to the ICE COTR to keep the ICE informed of the DTS performance.

**5.2.5.2** The contractor shall provide the ICE with monthly maintenance reports that thoroughly document and analyze system performance and trouble trends.

**5.2.5.3** The contractor shall work with the ICE to develop these monthly maintenance reports in a meaningful and informative format. These reports shall be available in the latest version of Microsoft Word and shall be provided on CD ROM.

**5.2.5.4** These reports shall be provided within 15 working days after the end of the previous month.

**5.2.5.5** The contractor shall continue to prepare and provide monthly maintenance reports to the ICE for the duration of this contract.

**5.2.5.6** The contractor shall document service level compliance reports in the monthly basis that shall include the following information.

**a. Downtime report**

1. The report shall list downtime for the contractor site and each individual IGSA/ICE site for the previous month.
2. For ICE facilities, the report shall list the number of phones out of service at each site, the reason, the resolution, and how it took to repair the phones

#### **5.2.6 Maintenance Meetings**

The contractor shall meet with the ICE HQ-DRO staff as necessary.

### **6.0 TRAINING**

## **6.1 Training for ICE and IGSA/ICE Staff**

The contractor shall provide the necessary training to IGSA/ICE staff. The ICE will provide the contractor with a list of sites in the order they shall receive training (see Section 1.4 Locations of Facilities Locations where DTS IV is to be Installed for reference). The contractor shall schedule courses for the training subject to approval of the ICE. The ICE reserves the right to approve all training material prior to use by the contractor. The contractor shall also provide a Training Plan.

## **6.2 Training Schedule**

Prior to final testing and acceptance of each phone system at each IGSA/ICE facility, the contractor shall provide training to IGSA/ICE facility staff. Course content shall be divided into two components. The first component shall consist of training on the operation of the system by detainees. The second component shall consist of training on the operation of the system by IGSA/ICE personnel of all system features intended to be managed by IGSA/ICE personnel. At a minimum, the training shall:

- (a) Be no longer than one (1) day in length
- (b) Teach class sizes of ten (10) personnel (mixed group of technical and non-technical)
- (c) Ensure course content includes a complete review of users manual
- (d) Provide each person in training with a copy of the users manual

## **7.0 SYSTEM DOCUMENTATION**

### **7.1 Reference Material**

The contractor shall furnish two (2) copies per ICE facility of any and all reference materials, drawings, layouts, schematics, wiring diagrams, or other related documentation necessary for installation and operation of the telephone system. This reference material shall be provided prior to initial operation of the phone system at each ICE location.

### **7.2 Users Manual, Software, Hardware and Other Equipment Publications**

The contractor shall provide two copies of user manuals and publications for all contractor software and equipment provided under this contract, upon delivery of equipment to each installed site. The contractor shall also furnish six (6) sets of manuals for use by the staff of headquarters and regional offices. The user manuals shall be provided prior to the initial operation of the DTS at each location.

The contractor shall promptly notify the ICE as soon as updated versions of the above documentation items become available. The contractor will provide replacement copies for such updates in numbers not to exceed the initial requirements stated above.

### **7.3 Quality Control**

**7.3.1** The contractor's QC Plan shall specifically address, at a minimum, the following:

- (a) Procedures for hardware and software installation, implementation, transition, testing, maintenance, and upgrades
- (a) Project tracking and control
- (b) Methods for functional testing of the newly installed or modified hardware and software
- (c) System and data file backups on disk, CD, tape, or other electronic archival media.
- (d) Security for the prevention of fraudulent telephone calls and for the prevention of unauthorized access to system configuration files
- (e) Reporting including, cost, call accounting, volumes and costs, maintenance, downtime Defects/Errors and other management reporting
- (f) Updating system documentation (including documenting of changes to hardware and software as well as updating Training, User and other manuals as needed)
- (g) All other aspects of program and configuration management
- (h) Corporate and project-specific quality assurance methods
- (i) Compliance with standards (ICE, applicable federal standards, industry, and Bellcore)

In all work performed under this contract, the contractor shall adhere to the QC Plan and procedures. QA shall address all aspects of the DTS including, but not limited to, the areas listed in Section 7.2.1. The QC Plan shall be provided to the ICE prior to ICE acceptance of the first system/site.

## **8.0 SECURITY REQUIREMENTS**

### **8.1 Facility Access Control**

The contractor shall observe all internal building security regulations that apply to any and all buildings concerning this contract. The contractor shall only enter the facility or building with continuous escort service during their work hours and they shall depart the facility or building after work hours. When entering and departing the facility or building each contractor shall sign in and out as required at the site.

### **8.2 Employment of Illegal aliens**

Subject to existing law, regulations, and other provisions of this contract, the contractor shall not employ illegal or undocumented aliens to work on, under, or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

## **9.0 SUMMARY OF DELIVERABLES**

### **9.1 Contract Scope**

ICE intends to acquire for each ICE facility a telephone system (hardware and software) that meets the requirements described herein. Circumstances beyond the control of ICE may result in increases or decreases in required equipment and/or services. Such circumstances include, but are not limited to, an increase/decrease in detainee population, the number of handsets required to comply with ICE policy as a result of increases in detainee population, and/or the number of detention facilities. The contract term is a one year base and four (4) one year options.

DELIVERABLE	SOW REFERENCE	DATE REQUIRED	QUANTITY
Flow Chart	C 2.3.16.3	30 days after contract award	2 ea.
List of Call Reports	C 2.4.22	15th of each month for previous month	2 ea.
Transition/ Implementation Plan	C 4.1	30 days after contract award	2 ea.
Telephone System S/W	C 4.4	Prior to acceptance of first DTS IV system	1 ea.
Transition Plan	C 4.7	180 days prior to completion of contract	2 ea.
Preventive Maintenance Schedule	C 5.2.2	Upon acceptance of first DTS IV system	2 ea.
Maintenance System Updates	C 5.2.4.1	Hourly	
Maintenance Report	C 5.2.5	15th of each month for previous month	2 ea.
Down Time Report	C 5.2.5	15th of each month for previous month	2 ea.
Maintenance Meetings	C 5.2.6	When required	When required
Training Plan	C 6.0	30 days after contract award. Government has 7 days to review. Contractor has 7 days after receipt of comments to deliver final plan.	2 ea.

Reference Material	C 7.1	Prior to acceptance of each system	2 ea.
User Manuals	C 7.2	Same as training plan.	2 per site, 6 for HQs, 10 per class.
Q/A Plan	C 7.3	Prior to acceptance of first system	2 ea.

**10.0 Contracting Officer Technical Representative (COTR) (JAR 2852.201-70) (JAN 1985)**

(i) Mr. Nick Maravich of the Department of Homeland Security, Immigration and Customs Enforcement, 801 K Street, NW, Washington DC 20536, is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(ii) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment deliverables.

(iii) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.



**SECTION III  
CONTRACT CLAUSES**

The following clauses shall be applicable to the contract.

**A. FAR 52.252-6 Authorized Deviations in Clauses (April 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. FAR 52.212-4, Contract Terms, and Conditions-Commercial Items (February 2002), see Attachment 2 for full text.**

**C. Addendum 1 to Contract Terms and Conditions-Commercial Items (February 2002).**

**D. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. (June 2003)**

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph, which 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 or components:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate 1 (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

(3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6) 52.222-26, Equal Opportunity (E.O. 11246).

(7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

(8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

(11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(12) Reserved.

(13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

(14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

(15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103- 187).

(15)(ii) Alternate 1 of 52.225-21

(16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)

\_\_\_ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) **Comptroller General Examination of Record.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26 Equal Opportunity (E.O. 11246);
- (2) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36 Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64 Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

**(f) Compliance with Section 508 of the Rehabilitation Act of 1973, 1998**

**Amendments** By submitting a bid or offer to this solicitation, the contractor makes an affirmative statement that the products or services to be provided are in compliance with the Electronic and Information Technology Accessibility Standards (36 CFR 1194).

## **SECTION IV**

### **LIST OF CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

#### **Attachment 1**

FAR 52.212-4, Contract Terms and Conditions--Commercial Items (February 2002), presented in full text.

#### **Attachment 2**

Addendum to Contract Terms and Conditions-- Commercial Items.

## ATTACHMENT 1

### 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEBRUARY 2002)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is

incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include --

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(10) Electronic funds transfer (EFT) banking information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures. EFT banking information is not required if the Government waived the requirement to pay by EFT.

( 2). Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C.3903) and Office of Management and Budget (OMB) Circular A-125, *Prompt Payment*. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin;  
or



(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred, which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C.1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C.431 relating to officials not to benefit; 40 U.S.C.327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C.51-58, Anti-Kickback Act of 1986; 41 U.S.C.265 and 10 U.S.C.2409 relating to whistleblower protections; 49 U.S.C.40118, Fly American; and 41 U.S.C.423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

## **ATTACHMENT 2**

### **Addendum to Contract Terms and Conditions Commercial Items**

#### **FAR 52.216-1, TYPE OF CONTRACT (APRIL 1994)**

The Government contemplates award of a fixed price, requirements contract resulting from this solicitation.

#### **FAR 52.216-18, ORDERING (OCTOBER 1995)**

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 from the effective date of the contract until contract completion. The contractor shall commence work performance only following the issuance of a delivery order signed by the contracting officer.

#### **FAR 52.216-21 REQUIREMENTS. (OCTOBER 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are

required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 30 days upon contract expiration.

**FAR 52.217-8 OPTION TO EXTEND THE SERVICES  
(NOVEMBER 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before contract expiration date.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MARCH 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; *provided*, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expiration date. 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 provision.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 60 months.

**FAR 52.233-2 SERVICE OF PROTEST (AUGUST 1996)**

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt form:

Joseph Garforth  
U.S. Department of Homeland Security  
Procurement Division  
425 I Street, NW  
Washington, DC 20536  
(202) 305-8983

**FAR 52.245-2 GOVERNMENT FURNISHED PROPERTY (JUNE 2003)**

(a) *Government-furnished property.*

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

*(b) Changes in Government-furnished property.*

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

*(c) Title in Government property.*

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract-

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon-

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.*

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot affect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the

procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government-

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 0001	3. EFF. DATE 01/22/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-04-RQ375	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Department of Homeland Security Bur of Immigr & Customs Enforcement 425 I Street NW Room 2208  Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) Bur of Immigr & Customs Enforcement HQ Procurement Division 425 I Street, Room 2208  Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  Public Communications Services  11859 Wilshire Blvd. Ste 600 Los Angeles CA 90025			9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-4-C-0122 / --	
			10B. DATED (SEE ITEM 13) 01/22/2004	

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 CHANGES: \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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.
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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

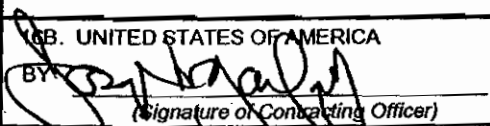
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct a typographical error in the effective date of this contract.

In Block 3. of the SF 1449 the effective date should read "1/22/04" and not "1/22/03".

All other terms and conditions remain the same.

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) Joseph M. Garforth Jr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED JAN 21 2004

Vendor  Official  Requestor

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 2	3. EFF. DATE MAY 19 2004	4. REQUISITION/PURCHASE REQ. NO. PRO-04-00000	5. PROJECT NO. (If applicable)	
6. ISSUED BY US Department of Homeland Security Bur of Immigr & Customs Enforcement 425 I Street NW Room 2208 Washington DC 20536		7. ADMINISTERED BY (If other than Item 6) Bur of Immigr & Customs Enforcement HQ Procurement Division 425 I Street, Room 2208 Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Public Communications Services 11859 Wilshire Blvd. Ste 600 Los Angeles CA 90025			9A. AMENDMENT OF SOLICITATION NO.	
CODE			FACILITY CODE	9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. X COW-4-C-0122 / --
				10B. DATED (SEE ITEM 13) 01/22/2004

**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 CHANGES: \$0.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS 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) Mutual Agreement of the Parties
E.	IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to issuing office.

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

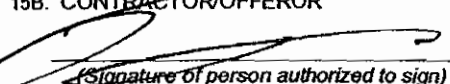
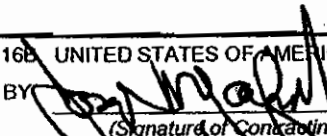
The purpose of this modification is to add the following clause to the Contract:

FAR Clause "52.232.33 Payment by Electronic Funds Transfer-Central Contractor Registration (May 1999)" is added by reference to the Contract.

If you have not done so already register with the Central Contractor Registration (CCR.gov).

All other terms and conditions remain the same.

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) Paul Jennings, CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joseph M. Garforth Jr	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/10/04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED MAY 19 2004

Vendor  Official  Requestor

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 00003	3. EFFECTIVE DATE 01/22/2005	4. REQUISITION/PURCHASE REQ. NO. PRO-05-00000	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PUBLIC COMMUNICATIONS SERVICES INC 11859 WILSHIRE BLVD STE 600 LOS ANGELES CA 900256621		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1967393040000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-4-C-0122	10B. DATED (SEE ITEM 13) 01/22/2004

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

(a)	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 THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Terms of the Contract

**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.)**

Tax ID Number: 954615444

DUNS Number: 196739304

The purpose of this modification is to exercise Option #1 under the contract.

The Government hereby extends the terms and conditions of this contract for telephone services for one additional year. Therefore Option #1 is exercised. The period of performance starts January 22, 2005 and ends January 21, 2006.

All other terms and conditions remain the same.

(b)(4)

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) Joseph Garforth
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED JAN 05 2005

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00004 01/22/2006 DRO-06-RQ0331  
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (If other than Item 6) CODE ICE

U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536  
 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 PUBLIC COMMUNICATIONS SERVICES INC 11859 WILSHIRE BLVD STE 600 LOS ANGELES CA 900256621 (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-4-C-0122 X  
 10B. DATED (SEE ITEM 13) 01/22/2004  
 CODE 1967393040000 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 number. 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.)  
 None

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.  
 (a) 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 THE AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X FAR 52.217-9 Option to Extend the Terms of the Contract

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.)  
 Tax ID Number: 954615444  
 DUNS Number: 196739304

The purpose of this modification is to: (1) Exercise Option #2 under the contract; and (2) Change the Government points of contact.

(1) The Government hereby extends the terms and conditions of this contract for telephone services for one additional year. Therefore Option #2 is exercised. The period of performance starts January 22, 2006 and ends January 21, 2007. [REDACTED]  
 [REDACTED] All other terms and conditions remain the same.

(2) The Contract Award Section 1.2 titled 'SF 1449 Continuation' Block B -16 Administered By 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)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
 1-20-06

(b)(4)

**CONTINUATION SHEET**

REFERENCE TO DOCUMENT BEING CONTINUED  
COW-4-C-0122/P00004

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
PUBLIC COMMUNICATIONS SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>is hereby changed as follows:</p> <p>Delete COTR Nick Maravich and point of contact information in its entirety. Replace the COTR with: Robert Rillamas, 801 I Street NW, Suite 800, Washington DC, 20536, (202) 732-2920.</p> <p>Add Contract Specialist Adrienne Daise; 425 I Street NW, Room 2208, Washington, DC 20536, (202) 514-5626.</p> <p>All other Terms and Conditions remain unchanged.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 01/22/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PUBLIC COMMUNICATIONS SERVICES INC 11859 WILSHIRE BLVD STE 600 LOS ANGELES CA 900256621		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1967393040000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. COW-4-C-0122	10B. DATED (SEE ITEM 11) 01/22/2004

**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.**

<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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Option to Extend the Terms of the Contract

**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.)**

Tax ID Number: 95-4615444

DUNS Number: 196739304

Period of Performance: 01/22/2007 to 01/21/2008

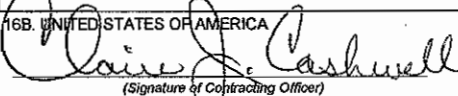
The purpose of this modification is to: (1) Exercise Option #3 under the contract and change the COTR:

(1) The Government hereby extends the terms and conditions of this contract for telephone services for one additional year. Therefore Option #3 is exercised. The period of performance starts January 22, 2007 and ends January 21, 2008.

All other terms and conditions remain the same.

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)	
		Claire J. Cashwell	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			1/22/2007
		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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

(b)(4)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
COW-4-C-0122/P00005

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
PUBLIC COMMUNICATIONS SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Delete COTR Robert Rillamas and point of contact information in its entirety. Replace the COTR with: John S. Milian, 801 I Street NW, Suite 800, Washington DC, 20536, (202) 732-7293.</p> <p>Add Contract Specialist Stephanie Baker; 425 I Street NW, Room 2208, Washington, DC 20536, (202) 616 2147.</p> <p>All other Terms and Conditions remain unchanged.</p>				