

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offeror to complete blocks 12, 17, 23, 24, & 30

2. CONTRACT NO. ACB-4-C-0008		3. AWARD/EFFECTIVE DATE 3/22/04	4. ORDER NUMBER	1. REQUISITION NUMBER DRO-3M-R00204 DRO-04-R00279	PAGE 1 OF 58
7. FOR SOLICITATION INFORMATION CALL		A. NAME Krislie Neale, Contract Specialist		5. SOLICITATION NUMBER ACB-3-R-0033	6. SOLICITATION ISSUE DATE 07/25/03
8. ISSUED BY		CODE		B. TELEPHONE (no Contract Calls) 802-872-4102	8. OFFER DUE DATE/ LOCAL TIME 09/12/03 4:00pm EST
DEPARTMENT OF HOMELAND SECURITY 70 KIMBALL AVENUE SO. BURLINGTON, VT 05403		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 624180 SIZE STD: 38 million		11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS 1% 10 days 0.5% 20 days Net 30
15. DELIVER TO: See Section I, Block 20		CODE		13b. THIS CONTRACT IS A RATED ORDER	13d. RATING
17a. CONTRACTOR/OFFEROR BI Incorporated 6400 Lookout Road Boulder, CO 80301		FACILITY		14. METHOD OF SOLICITATION ORFP <input type="checkbox"/> #B <input type="checkbox"/> ORFP	
TELEPHONE: 1-800-241-2911		18a. PAYMENT WILL BE MADE BY SEE ADDRESS IN BLOCK # 9		CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO. 0001-0008	20. SCHEDULE OF SUPPLIES/SERVICES Intensive Supervision Appearance Program (ISAP)		21. QUANTITY	22. UNIT	23. UNIT PRICE
					24. AMOUNT See Schedule B
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA NYF0000 000 N2 12-50-51-000 30-00-0000-00-00-00-00 GE-25-14-00 000000 NONE000 000 BA 30-08-07-000 18-20-0100-00-00-00-00 GE-25-14-00 000000				26. TOTAL AWARD AMOUNT (BY CONTRACT ONLY) \$11,844,250 for base year	
<input type="checkbox"/> 27a. SOLICITATIONS INCORPORATE BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
<input checked="" type="checkbox"/> 27b. CONTRACTS/PURCHASE ORDERS INCORPORATE BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			28. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Bruce S. Thacher, COO		30c. DATE SIGNED 3/22/04	31b. NAME OF CONTRACTING OFFICER Roger E. Fregeau		31c. DATE SIGNED 3/22/04

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SECTION I - SF 1449 CONTINUATION

A. Block 15 – Deliver To

The Contractor shall deliver non-personal services in accordance with Federal Acquisition Regulations (FAR) Part 37.1 and the Performance Work Statement, in the provision of an Intensive Supervision Appearance Program (ISAP) at the following locations: Baltimore, MD; Philadelphia, PA; Miami, FL; St. Paul, MN; Denver, CO; Kansas City, MO; San Francisco, CA; and Portland, OR; for the period of one base year and four possible one-year option periods.

B. Block 16 - Administered By

The Contractor shall, after receipt of contract, direct all questions concerning the contract to:

Administrative Contracting Officer
Department of Homeland Security (DHS)
Administrative Center Burlington
Contracting & Procurement Branch
70 Kimball Avenue
South Burlington, VT 05403-6813
(802) 872-4102

C. Blocks 19-24 - Schedule of Supplies/Services and Performance Work Statement

Contractor shall provide ISAP services to an estimated 200 participants per year per location. The Government intends to award no more than eight (8) contracts for services; no more than one per location listed in Block 15. Offerors may submit a proposal for more than one location, however, a single point of contact fully responsible for operations must be designated for each location. Operations in each location must be located within fifty (50) miles of the local DHS area office for that location. This mileage requirement is in order to have service providers near the local DHS office and the area where the program participants are most likely to be concentrated. The addresses of the local DHS offices are provided as Attachment 1 to this solicitation/contract.

Contract performance will not begin until satisfactory personnel security clearances have been received and successfully processed by the DHS Security Office and a written Notice to Proceed is issued by the Contracting Officer. Each Offeror is advised that all security paperwork must be submitted timely in accordance with Paragraph 6.C.12. of the PWS. Once the Notice to Proceed is issued, program participants will be provided to the Contractor by the local DHS office in a phased-in process. An estimated 50 participants will be provided within the first 90 days, an estimated 50 participants within another 90 days, and an estimated 100 participants within the remaining 180 days.

Offeror shall provide a firm-fixed price per day per participant which shall include all costs to provide the ISAP, e.g., personnel wages/salaries, fringe benefits, training, travel, office space, equipment, supplies, direct participant costs and indirect costs.

Offeror must provide firm fixed pricing for the base year and four possible one-year option periods for applicable line items below for locations being proposed:

1. Base Year -The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year.

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001A Baltimore, MD ISAP	50 - (1-50)	Participants	\$31.00	\$1,550.00
0001B Baltimore, MD ISAP	50 - (51-100)	Participants	\$20.00	\$1,000.00
0001C Baltimore, MD ISAP	50 - (101-150)	Participants	\$17.25	\$ 862.50
0001D Baltimore, MD ISAP	50 - (151-200)	Participants	\$16.50	\$ 825.00
TOTAL DAILY PRICE				\$4,237.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,546,687.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0002A Philadelphia, PA ISAP	50-(1-50)	Participants	\$30.00	\$1,500.00
0002B Philadelphia, PA ISAP	50-(51-100)	Participants	\$20.00	\$1,000.00
0002C Philadelphia, PA ISAP	50-(101-150)	Participants	\$18.75	\$ 937.50
0002D Philadelphia, PA ISAP	50-(151-200)	Participants	\$17.00	\$ 850.00
TOTAL DAILY PRICE				\$4,287.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,564,937.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0003A Miami, FL ISAP	50 - (1-50)	Participants	\$29.00	\$1,450.00
0003B Miami, FL ISAP	50 - (51-100)	Participants	\$16.25	\$ 812.50
0003C Miami, FL ISAP	50 - (101-150)	Participants	\$15.50	\$ 775.00
0003D Miami, FL ISAP	50 - (151-200)	Participants	\$15.25	\$ 762.50
TOTAL DAILY PRICE				\$3,800.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,387,000.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0004A St. Paul, MN ISAP	50 - (1-50)	Participants	\$27.50	\$1,375.00
0004B St. Paul, MN ISAP	50 - (51-100)	Participants	\$16.75	\$ 837.50
0004C St. Paul, MN ISAP	50 - (101-150)	Participants	\$16.00	\$ 800.00
0004D St. Paul, MN ISAP	50 - (151-200)	Participants	\$15.50	\$ 775.00
TOTAL DAILY PRICE				\$3,787.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,382,437.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0005A Denver, CO ISAP	50 - (1-50)	Participants	\$29.50	\$1,475.00
0005B Denver, CO ISAP	50 - (51-100)	Participants	\$17.50	\$ 875.00
0005C Denver, CO ISAP	50 - (101-150)	Participants	\$16.75	\$ 837.50
0005D Denver, CO ISAP	50 - (151-200)	Participants	\$16.50	\$ 825.00
TOTAL DAILY PRICE				\$4,012.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,464,562.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0006A Kansas City, MO ISAP	50-(1-50)	Participants	\$29.00	\$1,450.00
0006B Kansas City, MO ISAP	50-(51-100)	Participants	\$17.00	\$ 850.00
0006C Kansas City, MO ISAP	50-(101-150)	Participants	\$16.50	\$ 825.00
0006D Kansas City, MO ISAP	50-(151-200)	Participants	\$16.00	\$ 800.00
TOTAL DAILY PRICE				\$3,925.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,432,625.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0007A San Francisco, CA ISAP	50-(1-50)	Participants	\$30.00	\$1,500.00
0007B San Francisco, CA ISAP	50-(51-100)	Participants	\$20.50	\$1,025.00
0007C San Francisco, CA ISAP	50-(101-150)	Participants	\$20.00	\$1,000.00
0007D San Francisco, CA ISAP	50-(151-200)	Participants	\$19.00	\$ 950.00
TOTAL DAILY PRICE				\$4,475.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,633,375.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0008A Portland, OR ISAP	50 - (1-50)	Participants	\$30.00	\$1,500.00
0008B Portland, OR ISAP	50 - (51-100)	Participant	\$17.00	\$ 850.00
0008C Portland, OR ISAP	50 - (101-150)	Participant	\$16.00	\$ 800.00
0008D Portland, OR ISAP	50 - (151-200)	Participant	\$15.50	\$ 775.00
TOTAL DAILY PRICE				\$3,925.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,432,625.00

0009 Data in accordance with Deliverables in Section III

Not Separately Priced

2. Option No. One commences upon expiration of the base period and extends for a period of one year.

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1001A Baltimore, MD ISAP	50 - (1-50)	Participants	\$31.93	\$1,596.50
1001B Baltimore, MD ISAP	50 - (51-100)	Participants	\$20.60	\$1,030.00
1001C Baltimore, MD ISAP	50 - (101-150)	Participants	\$17.77	\$ 888.50
1001D Baltimore, MD ISAP	50 - (151-200)	Participants	\$17.00	\$ 850.00
TOTAL DAILY PRICE				\$4,365.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,593,225.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1002A Philadelphia, PA ISAP	50-(1-50)	Participants	\$30.90	\$1,545.00
1002B Philadelphia, PA ISAP	50-(51-100)	Participants	\$20.60	\$1,030.00
1002C Philadelphia, PA ISAP	50-(101-150)	Participants	\$19.31	\$ 965.50
1002D Philadelphia, PA ISAP	50-(151-200)	Participants	\$17.51	\$ 875.50
TOTAL DAILY PRICE				\$4,416.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,611,840.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1003A Miami, FL ISAP	50 - (1-50)	Participants	\$29.87	\$1,493.50
1003B Miami, FL ISAP	50 - (51-100)	Participants	\$16.74	\$ 837.00
1003C Miami, FL ISAP	50 - (101-150)	Participants	\$15.97	\$ 798.50
1003D Miami, FL ISAP	50 - (151-200)	Participants	\$15.71	\$ 785.50
TOTAL DAILY PRICE				\$3,914.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,428,792.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1004A St. Paul, MN ISAP	50 - (1-50)	Participants	\$28.33	\$1,416.50
1004B St. Paul, MN ISAP	50 - (51-100)	Participants	\$17.25	\$ 862.50
1004C St. Paul, MN ISAP	50 - (101-150)	Participants	\$16.48	\$ 824.00
1004D St. Paul, MN ISAP	50 - (151-200)	Participants	\$15.97	\$ 798.50
TOTAL DAILY PRICE				\$3,901.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,424,047.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1005A Denver, CO ISAP	50 - (1-50)	Participants	\$30.39	\$1,519.50
1005B Denver, CO ISAP	50 - (51-100)	Participants	\$18.03	\$ 901.50
1005C Denver, CO ISAP	50 - (101-150)	Participants	\$17.25	\$ 862.50
1005D Denver, CO ISAP	50 - (151-200)	Participants	\$17.00	\$ 850.00
TOTAL DAILY PRICE				\$4,133.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,508,727.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1006A Kansas City, MO ISAP	50-(1-50)	Participants	\$29.87	\$1,493.50
1006B Kansas City, MO ISAP	50-(51-100)	Participants	\$17.51	\$ 875.50
1006C Kansas City, MO ISAP	50-(101-150)	Participants	\$17.00	\$ 850.00
1006D Kansas City, MO ISAP	50-(151-200)	Participants	\$16.48	\$ 824.00
TOTAL DAILY PRICE				\$4,043.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,475,695.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1007A San Francisco, CA ISAP	50-(1-50)	Participants	\$30.90	\$1,545.00
1007B San Francisco, CA ISAP	50-(51-100)	Participants	\$21.12	\$1,056.00
1007C San Francisco, CA ISAP	50-(101-150)	Participants	\$20.60	\$1,030.00
1007D San Francisco, CA ISAP	50-(151-200)	Participants	\$19.57	\$ 978.50
TOTAL DAILY PRICE				\$4,609.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,682,467.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1008A Portland, OR ISAP	50 - (1-50)	Participants	\$30.90	\$1,545.00
1008B Portland, OR ISAP	50 - (51-100)	Participant	\$17.51	\$ 875.50
1008C Portland, OR ISAP	50 - (101-150)	Participant	\$16.48	\$ 824.00
1008D Portland, OR ISAP	50 - (151-200)	Participant	\$15.97	\$ 798.50
TOTAL DAILY PRICE				\$4,043.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,475,695.00

1009 Data in accordance with Deliverables in Section III

Not Separately Priced

3. Option No. Two commences upon expiration of the Option One period and extends for a period of one year.

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2001A Baltimore, MD ISAP	50 - (1-50)	Participants	\$32.89	\$1,644.50
2001B Baltimore, MD ISAP	50 - (51-100)	Participants	\$21.22	\$1,061.00
2001C Baltimore, MD ISAP	50 - (101-150)	Participants	\$18.30	\$ 915.00
2001D Baltimore, MD ISAP	50 - (151-200)	Participants	\$17.51	\$ 875.50
TOTAL DAILY PRICE				\$4,496.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,641,040.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2002A Philadelphia, PA ISAP	50-(1-50)	Participants	\$31.83	\$1,591.50
2002B Philadelphia, PA ISAP	50-(51-100)	Participants	\$21.22	\$1,061.00
2002C Philadelphia, PA ISAP	50-(101-150)	Participants	\$19.89	\$ 994.50
2002D Philadelphia, PA ISAP	50-(151-200)	Participants	\$18.04	\$ 902.00
TOTAL DAILY PRICE				\$4,549.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,660,385.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2003A Miami, FL ISAP	50 - (1-50)	Participants	\$30.77	\$1,538.50
2003B Miami, FL ISAP	50 - (51-100)	Participants	\$17.24	\$ 862.00
2003C Miami, FL ISAP	50 - (101-150)	Participants	\$16.45	\$ 822.50
2003D Miami, FL ISAP	50 - (151-200)	Participants	\$16.18	\$ 809.00
TOTAL DAILY PRICE				\$4,032.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,471,680.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2004A St. Paul, MN ISAP	50 - (1-50)	Participants	\$29.18	\$1,459.00
2004B St. Paul, MN ISAP	50 - (51-100)	Participants	\$17.77	\$ 888.50
2004C St. Paul, MN ISAP	50 - (101-150)	Participants	\$16.97	\$ 848.50
2004D St. Paul, MN ISAP	50 - (151-200)	Participants	\$16.45	\$ 822.50
TOTAL DAILY PRICE				\$4,018.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,466,752.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2005A Denver, CO ISAP	50 - (1-50)	Participants	\$31.30	\$1,565.00
2005B Denver, CO ISAP	50 - (51-100)	Participants	\$18.57	\$ 928.50
2005C Denver, CO ISAP	50 - (101-150)	Participants	\$17.77	\$ 888.50
2005D Denver, CO ISAP	50 - (151-200)	Participants	\$17.51	\$ 875.50
TOTAL DAILY PRICE				\$4,257.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,553,987.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2006A Kansas City, MO ISAP	50-(1-50)	Participants	\$30.77	\$1,538.50
2006B Kansas City, MO ISAP	50-(51-100)	Participants	\$18.04	\$ 902.00
2006C Kansas City, MO ISAP	50-(101-150)	Participants	\$17.51	\$ 875.50
2006D Kansas City, MO ISAP	50-(151-200)	Participants	\$16.97	\$ 848.50
TOTAL DAILY PRICE				\$4,164.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,520,042.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2007A San Francisco, CA ISAP	50-(1-50)	Participants	\$31.83	\$1,591.50
2007B San Francisco, CA ISAP	50-(51-100)	Participants	\$21.75	\$1,087.50
2007C San Francisco, CA ISAP	50-(101-150)	Participants	\$21.22	\$1,061.00
2007D San Francisco, CA ISAP	50-(151-200)	Participants	\$20.16	\$1,008.00
TOTAL DAILY PRICE				\$4,748.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,733,020.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2008A Portland, OR ISAP	50 - (1-50)	Participants	\$31.83	\$1,591.50
2008B Portland, OR ISAP	50 - (51-100)	Participant	\$18.04	\$ 902.00
2008C Portland, OR ISAP	50 - (101-150)	Participant	\$16.97	\$ 848.50
2008D Portland, OR ISAP	50 - (151-200)	Participant	\$16.45	\$ 822.50
TOTAL DAILY PRICE				\$4,164.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,520,042.50

2009 Data in accordance with Deliverables in Section III

Not Separately Priced

4. Option No. Three commences upon expiration of the Option Two period and extends for a period of one year.

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3001A Baltimore, MD ISAP	50 - (1-50)	Participants	\$33.88	\$1,694.00
3001B Baltimore, MD ISAP	50 - (51-100)	Participants	\$21.86	\$1,093.00
3001C Baltimore, MD ISAP	50 - (101-150)	Participants	\$18.85	\$ 942.50
3001D Baltimore, MD ISAP	50 - (151-200)	Participants	\$18.04	\$ 902.00
TOTAL DAILY PRICE				\$4,631.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,690,497.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3002A Philadelphia, PA ISAP	50-(1-50)	Participants	\$32.78	\$1,639.00
3002B Philadelphia, PA ISAP	50-(51-100)	Participants	\$21.86	\$1,093.00
3002C Philadelphia, PA ISAP	50-(101-150)	Participants	\$20.49	\$1,024.50
3002D Philadelphia, PA ISAP	50-(151-200)	Participants	\$18.58	\$ 929.00
TOTAL DAILY PRICE				\$4,685.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,710,207.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3003A Miami, FL ISAP	50 - (1-50)	Participants	\$31.69	\$1,584.50
3003B Miami, FL ISAP	50 - (51-100)	Participants	\$17.76	\$ 888.00
3003C Miami, FL ISAP	50 - (101-150)	Participants	\$16.94	\$ 847.00
3003D Miami, FL ISAP	50 - (151-200)	Participants	\$16.67	\$ 833.50
TOTAL DAILY PRICE				\$4,153.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,515,845.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3004A St. Paul, MN ISAP	50 - (1-50)	Participants	\$30.06	\$1,503.00
3004B St. Paul, MN ISAP	50 - (51-100)	Participants	\$18.30	\$ 915.00
3004C St. Paul, MN ISAP	50 - (101-150)	Participants	\$17.48	\$ 874.00
3004D St. Paul, MN ISAP	50 - (151-200)	Participants	\$16.94	\$ 847.00
TOTAL DAILY PRICE				\$4,139.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,510,735.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3005A Denver, CO ISAP	50 - (1-50)	Participants	\$32.24	\$1,612.00
3005B Denver, CO ISAP	50 - (51-100)	Participants	\$19.13	\$ 956.50
3005C Denver, CO ISAP	50 - (101-150)	Participants	\$18.30	\$ 915.00
3005D Denver, CO ISAP	50 - (151-200)	Participants	\$18.04	\$ 902.00
TOTAL DAILY PRICE				\$4,385.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,600,707.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3006A Kansas City, MO ISAP	50-(1-50)	Participants	\$31.69	\$1,584.50
3006B Kansas City, MO ISAP	50-(51-100)	Participants	\$18.58	\$ 929.00
3006C Kansas City, MO ISAP	50-(101-150)	Participants	\$18.04	\$ 902.00
3006D Kansas City, MO ISAP	50-(151-200)	Participants	\$17.48	\$ 874.00
TOTAL DAILY PRICE				\$4,289.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,565,667.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3007A San Francisco, CA ISAP	50-(1-50)	Participants	\$32.78	\$1,639.00
3007B San Francisco, CA ISAP	50-(51-100)	Participants	\$22.40	\$1,120.00
3007C San Francisco, CA ISAP	50-(101-150)	Participants	\$21.86	\$1,093.00
3007D San Francisco, CA ISAP	50-(151-200)	Participants	\$20.76	\$1,038.00
TOTAL DAILY PRICE				\$4,890.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,784,850.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3008A Portland, OR ISAP	50 - (1-50)	Participants	\$32.78	\$1,639.00
3008B Portland, OR ISAP	50 - (51-100)	Participant	\$18.58	\$ 929.00
3008C Portland, OR ISAP	50 - (101-150)	Participant	\$17.48	\$ 874.00
3008D Portland, OR ISAP	50 - (151-200)	Participant	\$16.94	\$ 847.00
TOTAL DAILY PRICE				\$4,289.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,565,485.00

3009 Data in accordance with Deliverables in Section III Not Separately Priced

5. Option No. Four commences upon expiration of the Option Three period and extends for a period of one year.

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4001A Baltimore, MD ISAP	50 - (1-50)	Participants	\$34.90	\$1,745.00
4001B Baltimore, MD ISAP	50 - (51-100)	Participants	\$22.52	\$1,126.00
4001C Baltimore, MD ISAP	50 - (101-150)	Participants	\$19.42	\$ 971.00
4001D Baltimore, MD ISAP	50 - (151-200)	Participants	\$18.58	\$ 929.00
TOTAL DAILY PRICE				\$4,771.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,741,415.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4002A Philadelphia, PA ISAP	50-(1-50)	Participants	\$33.76	\$1,688.00
4002B Philadelphia, PA ISAP	50-(51-100)	Participants	\$22.52	\$1,126.00
4002C Philadelphia, PA ISAP	50-(101-150)	Participants	\$21.10	\$1,055.00
4002D Philadelphia, PA ISAP	50-(151-200)	Participants	\$19.14	\$ 957.00
TOTAL DAILY PRICE				\$4,826.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,761,490.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4003A Miami, FL ISAP	50 - (1-50)	Participants	\$32.64	\$1,632.00
4003B Miami, FL ISAP	50 - (51-100)	Participants	\$18.29	\$ 914.50
4003C Miami, FL ISAP	50 - (101-150)	Participants	\$17.45	\$ 872.50
4003D Miami, FL ISAP	50 - (151-200)	Participants	\$17.17	\$ 858.50
TOTAL DAILY PRICE				\$4,277.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,561,287.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4004A St. Paul, MN ISAP	50 - (1-50)	Participants	\$30.96	\$1,548.00
4004B St. Paul, MN ISAP	50 - (51-100)	Participants	\$18.85	\$ 942.50
4004C St. Paul, MN ISAP	50 - (101-150)	Participants	\$18.00	\$ 900.00
4004D St. Paul, MN ISAP	50 - (151-200)	Participants	\$17.45	\$ 872.50
TOTAL DAILY PRICE				\$4,263.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,555,995.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4005A Denver, CO ISAP	50 - (1-50)	Participants	\$33.21	\$1,660.50
4005B Denver, CO ISAP	50 - (51-100)	Participants	\$19.70	\$ 985.00
4005C Denver, CO ISAP	50 - (101-150)	Participants	\$18.85	\$ 942.50
4005D Denver, CO ISAP	50 - (151-200)	Participants	\$18.58	\$ 929.00
TOTAL DAILY PRICE				\$4,517.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,648,705.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4006A Kansas City, MO ISAP	50-(1-50)	Participants	\$32.64	\$1,632.00
4006B Kansas City, MO ISAP	50-(51-100)	Participants	\$19.14	\$ 957.00
4006C Kansas City, MO ISAP	50-(101-150)	Participants	\$18.58	\$ 929.00
4006D Kansas City, MO ISAP	50-(151-200)	Participants	\$18.00	\$ 900.00
TOTAL DAILY PRICE				\$4,418.00
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,612,570.00

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4007A San Francisco, CA ISAP	50-(1-50)	Participants	\$33.76	\$1,688.00
4007B San Francisco, CA ISAP	50-(51-100)	Participants	\$23.07	\$1,153.50
4007C San Francisco, CA ISAP	50-(101-150)	Participants	\$22.52	\$1,126.00
4007D San Francisco, CA ISAP	50-(151-200)	Participants	\$21.38	\$1,069.00
TOTAL DAILY PRICE				\$5,036.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,838,322.50

<u>CLIN DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>DAILY UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4008A Portland, OR ISAP	50 - (1-50)	Participants	\$33.76	\$1,688.00
4008B Portland, OR ISAP	50 - (51-100)	Participant	\$19.14	\$ 957.00
4008C Portland, OR ISAP	50 - (101-150)	Participant	\$18.00	\$ 900.00
4008D Portland, OR ISAP	50 - (151-200)	Participant	\$17.45	\$ 872.50
TOTAL DAILY PRICE				\$4,417.50
DAYS PER YEAR				X 365
ESTIMATED PRICE PER YEAR				\$1,612,387.50

4009 Data in accordance with Deliverables in Section III Not Separately Priced

The Government reserves the right to exercise the annual option periods no later than the expiration date of the current period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration, subject to availability of funds.

Any mention of a year in the Schedule above is automatically 366 days for the purpose of any leap year.

6. PERFORMANCE WORK STATEMENT (PWS)

A. INTRODUCTION

1. Background

Department of Homeland Security (hereinafter called the DHS) provides funds through contractual agreements with both public and private sector entities for the provision of a core community based supervision program, Intensive Supervision Appearance Program (ISAP), specifically for adult immigrants that would otherwise be held in a secure facility. Service areas include: Baltimore MD, Philadelphia PA, Miami FL, St. Paul MN, Denver CO, Kansas City MO, San Francisco CA and Portland OR (within 50-miles the DHS Field Director Office in each). The technical and programmatic details of this requirement are defined within this Performance Work Statement (PWS).

2. Objectives

The purpose of this contract is for implementing and performing Intensive Supervision Appearance Program (ISAP), a core community-based supervision program to monitor up to 200 aliens, at any of 8 geographically separate, metropolitan area locations in the United States. Program Participants are up to 200 immigrant adult asylum seekers, non-criminal aliens, and aliens on an Order of Supervision who would otherwise be held in secure custody and who are required by law to be held in the legal custody of the DHS. The Contractor shall provide administration, management, office space, equipment, personnel, services, transportation, and conveyance to provide a program of intensive supervision/alternative detention for Program Participants. The primary goal of this contract is to provide highly structured and closely supervised Orders of Supervision that emphasizes compliance with Immigration Court requirements.

3. Terms

ACA. American Corrections Association

Admission. A procedure which includes photographing and collecting personal history data.

Adult Program Participant. Any detained alien eighteen (18) years of age or older.

Contracting Officer (CO). The designated DHS employee responsible for managing the contracting process and administration of the award. The federal government official that is authorized to approve or issue changes to the contract on behalf of the cognizant federal agency. Approval authority for Contractor plans, policy and procedures.

Contracting Officer's Technical Representative (COTR). The designated DHS employee responsible for monitoring day-to-day activities and technical aspects of

the contract.

Contractor. The entity that provides services described in this statement of work.

DHS. Department of Homeland Security.

DHS Headquarters, Detention and Removals Office (DRO). The federal government component in DHS that establishes policy for the housing of immigrants who are required by law to be held in the legal custody of the DHS.

Electronic Monitoring Devices (EMD). A system using devices carried by Program Participants or installed in Participants homes, such as individual bracelets, sensors or receiving/transmitting devices, which can be activated to interface with a remote system device to create, monitor, catalog and exchange information and data to account for the Participants movements and location. EMD systems may include any or all basic electronic monitoring, drive-by electronic activation, satellite locating and information systems, and use of the Internet for information collecting, storage and manipulation.

Emergency. Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, natural disaster, or other serious incidents.

Facility. Facility is defined as offices and office space or other accommodation the Contractor chooses for employees while performing this contract.

Grievance. A written complaint filed by a Program Participant concerning personal health/welfare or the operations and services of the program

Health and Safety Assessment. A structured observation and/or initial health screening to identify any medical issues of Program Participants.

Illegal Alien. A non-U.S. citizen who has entered the United States illegally, i.e., without proper documentation and without complying with legally required by the Immigration and Nationality Act (INA), 8 U.S.C. 1101 et seq.

Individual Needs Assessment. Case Specialist evaluation of Program Participants that creates the Service Plan, and is fundamental progress in the Program. Consists of facilitation, providing information, advising, and counseling and referral for movement through Program Phases.

Intensive Supervision Appearance Program (ISAP). A core community-based supervision program that will monitor immigrants that would otherwise be held in a secure facility, to improve the appearance rates of aliens at their immigration court hearings.

Intensive Supervision Case Specialist (ISCS). A Contractor employee with case management and service plan responsibility in accomplishing the Intensive Supervision Appearance Program. This individual will be the single point of contact for the Program Participants to include facilitating information access, accomplishing case documentation, performing the physical or electronic means of accounting for the Program Participant, and creating the plan and execution of procedures to achieve "intensity" in the program function.

Medical Records. Medical records may be transferred and must be kept separate of the Program Participant's social record. These are separate records from medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the Program Participant record: date and time of all medical examinations and copies of standing or direct medical orders from the physician to the facility staff.

Performance Work Statement (PWS). The tasks, deliverables, personnel, services, functions management, equipment, supplies and performance of work that constitute technical requirements of the contract. Statement of Work (SOW) and Performance Work Statement (PWS) are used interchangeably in this document.

Phases of Supervision. The intensity of supervision. Three phases of restriction and control: intense, intermediate, and regular. Program Participants assigned to the program move from level to level, until completion.

Policy. A written statement and method of action that guides and determines present and future decisions and actions.

Program Director. The on-site Contractor employee that is responsible to DHS for management and administration of the Program. The program Director is accessible 24/7.

Program Participant. The program's clientele. Aliens, participating in the Intensive Supervision Appearance Program.

Program Participant Records. Information concerning the individual's personal, criminal and medical history, behavior and activities while Program Participants, including, but not limited to: photographs, disciplinary infractions and action taken, Grievance Reports, Medical Records, work assignments (as allowed by U.S. Immigration Law), program participation, miscellaneous correspondence, etc.

Random Frequency. Not planned or scheduled. Also, as requested by DHS CO/COTR.

Service Plan. The Plan containing detailed direction and activity focus for the Program Participant, prepared by the Case Specialist taking into account the

Individual Needs Assessment, Participant's phase placement, Participant's history, Orders of Supervision, and ISAP progress to date.

Statement of Work (SOW). See Performance Work Statement (PWS).

Training. An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

Transportation Costs. All materials, equipment, and labor necessary to respond to requests as part of moving clients from place to place for processing, hearings, interviews, and related appointments.

B. SUBSECTION 1 - Administration, Organization and Program Management

1. Scope. The Contractor shall implement and perform Intensive Supervision Appearance Program (ISAP), a core community-based supervision program to monitor up to 200 aliens, at any of 8 geographically separate, metropolitan area locations in the United States. The organization, design, and administration of the program shall comply with all applicable federal, state, and local licensing provisions, as well as DHS requirements as put forth in this document. The Contractor shall provide management oversight for the implementation and operations set forth in this statement of work. The Contractor shall not refuse to accept any Program Participant presented by DHS.

2. Plans, Policies. Procedures. The Contractor shall prepare and submit all policies, plans, and procedures to DHS CO for review and approval prior to implementation. The contractor shall provide written certification that these reviews have been conducted.

a. The Contractor shall implement no plan, policy, procedure, or any changes to a plan, policy, or procedure under this contract without prior written approval of the DHS Contracting Officer.

b. The Contractor's plans, policies and procedures shall be specific to the geographic site, reflect true capabilities the Contractor possesses at that location and descriptive of actual tasks being performed

c. The Contractor shall create and document a system that ensures review of all written plans, policies, and procedures at least annually, with updates as needed.

3. Operations Plan. The Contractor shall develop operational plans that include a graphic organization chart with specific lines of authority and areas of responsibility. This chart shall provide the names of all staff, descriptions of all

positions, listing of major responsibilities, and accountable functions, and DHS product creation. A detailed narrative is required describing the organization chart.

4. Communications Plan. The Contractor shall create an effective Communications Program. The Program shall be thoroughly detailed and described.

a. The Contractor shall document daily routine communications with staff, such as staff meetings, addressing individual service plans, Program Participant progress, and Case Specialists daily schedules.

b. The Contractor shall maintain productive liaison with DHS CO/COTR.

c. The Contractor shall establish and maintain frequent and productive liaison with community-based organizations.

i. The Contractor shall create a Communications Plan that includes identifying community resources by, identifying of lines of communication to contact personnel in those organizations, stating frequency of dialog and meetings, and presenting intended schedules for liaison meetings with community-based organizations.

ii. The Contractor shall describe in detail measures employed to assure and maintain community receptivity and support for ISAP.

iii. The Contractor shall evaluate, identify, and then describe contingencies for reducing potential community issues focused at the program, the Contractor's choice of facility location, general public opposition or other issues that could mitigate the success of the ISAP, and this contract.

iv. The Contractor shall provide information on community based transportation resources to transport Program Participants in a manner consistent with local populace accommodation and travel to locations authorized by DHS COTR.

d. Media. The Contractor shall refer all media inquiries to DHS CO.

i. The Contractor shall provide NO information to the media regarding any aspect of this contract without prior written approval from DHS CO.

ii. The Contractor shall immediately notify the DHS CO/COTR of any media inquiries.

iii. At no time during this program is direct Contractor to media communication implied or allowed without prior written approval from DHS CO. All communication of this nature is reserved solely and uniquely to the DHS.

5. Quality Control Plan. The Contractor shall provide an overall Quality Control Plan (QCP), for written approval by DHS CO, addressing critical and

measurable operational performance standards and quality program requirements for the services required under this contract.

a. The Contractor shall incorporate in the QCP system of reviews and updating all policies, plans, and procedures.

b. The Contractor's QCP shall include a monthly audit, or more frequently as directed by the CO, to include a performance evaluation of the program operations for compliance with the QCP and requirements of the contract.

c. The Contractor's QCP shall be robust, identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the CO or designee.

d. The Contractor shall support and participate in an annual review of the ISAP facilitated by DHS CO. The Contractor shall prepare a report, in the style of a "Lessons Learned" document, for submission in conjunction with this review. The Contractor report shall address:

i. Program expectations compared to Program function, in the previous twelve (12) months.

ii. Significant events.

(1) Percentage of appearances by Program Participants

(2) Percentage of completed Program Participants

(3) Absences without permission

(4) Community liaison

(5) Media

iii. Administration

(1) Necessary changes

(2) Fiscal Issues

6. Security Plan. The Contractor shall provide an overall Security Plan, for written approval by DHS CO. The Plan shall address program control to include daily operations, security vulnerabilities, contingencies, emergencies and mitigation plans; security of Contractor employees, DHS employees, clients and the general public; transportation unique security contingencies; area agency interfaces, and unusual occurrences.

a. The Contractor shall possess a log of Case Specialist activities and appointments including: name, affiliation, date, time, and other appropriate information of all persons.

b. The Contractor shall provide a system that physically counts Program Participants and monitors, records, documents and retains movements of Program Participants.

i. The Contractor shall ensure that all Program Participant files, Case Files and DHS information specifically identifying individual Program Participants is kept in locked files which are verified secure at the beginning of the work day, and verified locked at the close of

the work day. The Contractor shall perform a single daily security check of the general office/offices area.

ii. The Contractor shall not co-locate, blend, share, or otherwise co-mingle ISAP offices, space or facilities with other Contractor possessed resources.

c. The Contractor shall provide a written policy and procedures for Program Participant restraint.

i. Restraint shall not be exercised except as stated in the policy and procedures and approved in writing by DHS CO.

ii. If an incident of restraining a Program Participant occurs, verbal notification shall be provided to the COTR immediately. A written report shall be prepared and submitted to the COTR within 24-hours of that event.

iii. A written report shall be prepared and submitted to the COTR following all emergency, contingency or unusual occurrences within 24-hours of the event.

iv. The contractor's procedures shall establish a tracking system to record all non-DHS inquiries pertaining to ISAP or ISAP Program Participants. No information shall be released without the prior written permission of the CO/COTR.

7. Case Management Plan. The Contractor shall create an overall Case Management Plan to include the following.

a. Case Management. The Contractor shall establish a case management system for administering and supervising all aspects of a Program Participant's involvement in the Program, monitoring and documenting compliance from entry to release from ISAP.

b. Records. The Contractor shall develop, maintain, and safeguard individual Program Participant Case Records (hereinafter referred to as "Case Records") at the Contractor's office. The Contractor shall develop a system of accountability that preserves the confidentiality of Case Records and protects Case Records from unauthorized use or disclosure.

i. The Contractor shall verify all official documents accompanying Program Participants are complete and accurate so that they precisely identify the Program Participant. DHS will maintain original documents.

ii. Case Records shall include, at a minimum, the following information:

- (1) Name and alien registration number
- (2) Orientation and intake forms
- (3) Case information from the referral source
- (4) Comprehensive assessment
- (5) Medical/dental files (maintained separately)
- (6) Medical consent form

- (7) Individual service plans and case notes
- (8) Progress reports
- (9) Program rules and disciplinary policies
- (10) Copies of disciplinary actions
- (11) Referrals to other service agencies
- (12) Documents required by the State

iii. At the time of placement in the Program, DHS will provide the Contractor with appropriate available Program Participant documentation.

iv. The Contractor shall include and describe collection, control access, and storage of electronically collected data as part of the Case Management plan.

c. Orientation. The Contractor shall provide a comprehensive Orientation for every Program Participant. The Orientation shall include an overview of the program, rules, regulations, procedures, consequences for violation of any of these policies, the immigration court process, a explanation of the Case Management and Service Plan procedure, and a specific description of the Phases of Supervision and progression between each.

i. The Contractor shall document the Orientation.

ii. The Contractor shall provide the Orientation information in a written handbook.

iii. The Contractor shall ensure the Orientation is presented in a language the Program Participant understands.

iv. Program Participants shall be given a current DHS provided list of pro-bono legal service providers and a schedule of DHS provided legal service presentations.

v. Program Participants shall be given a list of community resources including but not limited to: transportation, medical, education, financial, legal, religious and other social adjustment and facilitative resources. The Contractor shall present this information in a booklet or pamphlet, created in a durable manner to retain utility by the Program Participant. The Contractor shall maintain currency and update information contained in this resource.

d. Service Plans. The Contractor shall ensure comprehensive and realistic individual service plans are developed, implemented, and closely coordinated for each Program Participant through a structured case management system. Individual plans for the care of each Program Participant shall be developed in accordance with state requirements and individual service plans. The Intensive Supervision Case Specialist (ISCS), is responsible for Program Participant specific case management activities. The Contractor shall identify the ISCS for each Program Participant, the duties the ISCS is responsible for and shall reserve administration and management tasks of a general and routine nature for other staff.

- e. The Contractor shall establish a Program Participant schedule that includes, but not limited to: recreation, life skills, chores, counseling as needed, group interaction, free time, religious services, visitation, immigration court appearances and access to legal services.
- f. Frequency of Program Participant and ISCS dialog. The Contractor shall create Program plans that include these minimum supervision elements:
- i. Initial contact within two (2) days of notification of referral.
 - ii. Orientation within ten (10) working days.
 - iii. Individual Service Plan developed within thirty (30) days.
 - iv. Risk/Needs Assessment completed within 30 days.
 - v. Progress Report completed within ninety (90) days.
- g. The Contractor shall create Program plans that include the following ongoing activities, as a minimum:
- i. Service Plan/Review every ninety (90) days.
 - ii. Risk/Needs Assessment completed every 180 days.
 - iii. Progress Report every 180 days.
 - iv. Verify residence within 30 days, and within 30 days of a change.
 - v. Verify employment within 30 days, and every 30 days. (*As allowed by U.S. Immigration Law*).
- h. The Contractor shall anticipate and perform emergency counseling as needed.
- i. Phases of Supervision. The Contractor shall conform Case Management and Service Plans to the functions, frequencies, and verifications of program Phases of Supervision described herein:
- i. Intensive Supervision
 - Twelve (12) face to face contacts / month
 - Two (2) unscheduled on-site home visits / month
 - One (1) employment verification / month (*as allowed by US Immigration Law*)
 - ii. Intermediate Supervision
 - Four (4) face to face contacts / month
 - One (1) unscheduled on-site home visit / month
 - One (1) employment verification / month (*as allowed by US Immigration Law*)
 - iii. Regular Supervision
 - Two (2) face to face contacts / month
 - One (1) unscheduled on-site home visit / month
 - One (1) employment verification (*as allowed by US Immigration Law*)

Phase of Supervision	Face-to-face Contacts/Month	Unscheduled On-site home Visits/Month	Employment Verification*
Intense	12	2	1
Intermediate	4	1	1
Regular	2	1	1

* As allowed by U.S. Immigration Law

j. The daily schedule shall be designed to provide supervision and accountability and to encourage the development of individual and social responsibility on the part of each Program Participant. The Contractor shall balance contacts and visits to effectively accomplish the desired intensity throughout the period of measure.

k. The Contractor shall establish policy and procedures to assist each Program Participant in making confidential contact with attorneys or their authorized representatives.

l. Grievances. The Contractor shall develop procedures for reporting and handling grievances. All formal grievances shall be reported in the monthly program reports to DHS CO.

8. Electronic Monitoring Device(s) / Electronic Monitoring System. The Contractor shall include operational plans and procedures for the effective utilization of Electronic Monitoring Devices (EMDs), as part of a coherent Electronic Monitoring System (EMS), as the method for increasing supervision of Program Participants.

a. This plan shall comport with the DHS pilot operating procedure, which is available from the DHS CO upon written request. Contractor shall provide a detailed technical description of EMDs to be used (passive, active, satellite, video, GPS), and a thorough description of an overall system, which fully supports the contract requirements. The Contractor shall describe the EMD/EMS using non-technical terms understandable by administrators and managers. The Contractor shall provide information on locations, capabilities, utility, cost, maintenance, and flexibility.

b. The Contractor shall disclose any third party relationship that is instrumental to acquisition, training, operation, control, or otherwise has impact on the function of EMD/EMS of this contract.

c. The Contractor shall insure the devices, systems, and exchanges chosen for this program can accommodate these actions, functions, and services as part of their capability:

- i. send and receive data via an information exchange,
- ii. use easily installed transmitter devices,
- iii. use easily activated receiver devices,
- iv. have a verifiable test function in the Program Participant's home, from a central site, or a remote site,
- v. be resilient to Participant tampering,

- vi. be resilient to commercial power/telephone interruption,
- vii. possess a consistency of ranging.
- d. The contractor shall provide the necessary computer hardware and software to support performance of contract requirements.

9. Department of Homeland Security. DHS COTR will frequently be on-site communicating with the Contractor to address Program Participants' needs.

10. Discipline. The Contractor shall provide Program Participants with disciplinary standards and rules at Orientation. The Contractor shall create standards for rules and discipline that are consistent and are applicable to the populations' age, maturity level, and culture. Standards for rules, discipline, and procedures shall be approved in writing by DHS CO. The rules shall specify acts that are prohibited and penalties that may be imposed. The Contractor shall exercise professional judgement and discretion in creating rules for discipline. The Contractor shall not impose discipline, discipline, or penalize Program Participants without first acquiring written concurrence of and specific direction from the DHS/COTR. The Contractor's role in discipline is Participant counseling and creating documentation to acquire COTR direction and action.

11. Translators. The Contractor shall provide professional translators or bilingual staff (preferred method) to communicate with Program Participants who do not comprehend English. The Contractor may use commercial phone language interpretive services, approved by DHS CO/COTR.

12. Transportation Plan. The Contractor shall provide policies and procedures for transportation services for written approval by the Contracting Officer. The Transportation Plan shall address both Contractor vehicle activity, and Program Participant conveyance/movement, as unique and separate requirements.

a. The Contractor shall provide transportation for employees and services as may be required by DHS. The Contractor shall be reimbursed for these services only when such services are pre-authorized by DHS CO/COTR. The Contractor shall furnish sufficient vehicle(s) in good repair and suitable, as approved by the DHS CO, to support community visitations, contacts and supervision activities of the Intensive Supervision Case Specialist.

i. The Contractor shall insure all vehicles are properly licensed and inspected in accordance with the laws of the state(s) they are operated.

ii. Inspections and licenses shall be available for review by DHS CO.

iii. The Contractor shall accomplish a state Department of Motor Vehicle screening of employees prior to authorizing use of Program vehicles. Certification of this records review shall be

provided the COTR prior to any Contractor employee beginning work, and annually thereafter.

iv. The Contractor shall not allow employees to use their own or any other person's privately owned vehicle for transporting Program Participants in the performance of this contract.

b. The Contractor shall evaluate options for Program Participants to move with convenience in the community for DHS appointments, legal appointments, work (*As allowed by U.S. Immigration Law*), religious services, medical care, and other activities consistent with day-to-day requirements. Options to meet this commitment include, but are not limited to: contract transportation, dedicated commercial services, providing tokens for community transportation systems, or other manner of Program Participant transport. The Contractor shall provide alternative transportation, as feasible based on locale, site proximity, and available services. These services may include contracted rate commercial taxi, community transportation services, commercial bus, or other typical and traditional means of personal conveyance.

i. When considering public transportation, the Contractor shall address in the Transportation Plan the financial controls for acquiring and dispensing tokens or bus passes.

ii. When considering commercial taxi, the Contractor shall address in the Transportation Plan the contractual and financial control for acquiring and utilizing the service.

iii. In all other instances of providing Program Participant transportation that is not a Contractor dedicated vehicle/driver, the Transportation Plan shall detail and define the conveyance and facilitations which make that alternative attractive, viable and effective.

iv. The Contractor shall consider using Case Specialists' and vehicle resources acquired for Case Specialist, as the last choice for moving Program Participants.

c. The Contractor shall secure Program Participant documents, provided as part of transporting, are kept confidential, and not viewed by any person other than the authorized recipient. The Contractor shall deliver documents only to the named authorized recipients as received, and the Contractor shall return to DHS personnel all required documents completed, no later than three (3) hours after returning from the transport.

13. Rights of Program Participants. All Program Participants will be treated with care, dignity, and respect. Program Participants will be allowed privacy when using the phone or meeting with legal counsel, as well as access to legal counsel at the Contractor office.

a. The Contractor shall establish policies and procedures to provide Program Participants freedom from discrimination based on race, religion,

national origin, sex, handicap, or political beliefs, and that ensures equal access to various services and work (As allowed by U. S. Immigration Law) assignments.

b. The Contractor shall provide each and every Program Participant with equal opportunities to participate in activities and receive services offered by the program.

c. The Contractor shall ensure Program Participant civil rights are not violated.

C. SUBSECTION 2 - Personnel

1. Prior to any employee performing duties under this award, the Contractor shall compile all conditions for employment as required by this contract and provide them to the COTR. The Contractor shall obtain written approval from the COTR, for each employee prior to assignment to perform duties of this contract, of documents and certifications that demonstrate the employees' compliance with the terms and duties. The number and type of staff described in the contractor's Personnel/Staffing plan accepted in the resulting contract shall be the minimally acceptable staff complement throughout the term of the contract. Requests to reduce staffing levels or staff utilization shall be submitted in writing to the CO through the COTR for approval, prior to implementation.

2. The Contractor shall obtain prior written concurrence from the DHS CO for appointment and replacement of key personnel. Key personnel are staff with administrative authority over other program personnel and/or policies and procedures. Key personnel are staff with direct, frequent, contact with the Program Participant population.

3. Program Staffing Requirements. The Contractor shall define clear lines of authority for the functions. Program staff positions are:

a. Program Director. The Contractor Program Director is the individual who is responsible and accountable for the overall administration of the program. This person functions as the single point of contact with the DHS.

i. The Contractor shall create an organization that geographically has the Program Director or designee in the Director's absence, available as the single point of contact to the DHS.

ii. The Program Director, or acting designee with authority to act for the Program Manager, shall be accessible to DHS by a cellular telephone number 24-hours-a-day 7-days-a-week.

b. Intensive Supervision Case Specialists and Staff. Staff numbers shall be sufficient to accomplish the Performance Work Statement defined herein, with up to 200 Program Participants.

- i. Case Specialists are responsible for:
 - (1) providing Program services;
 - (2) direct communication with Program Participants;
 - (3) creating individual Program Participant service plans, maintaining Case Records and case management;
 - (4) complying with educational and/or experience levels and maintaining training and annual/currency requirements in accordance with State standards;
 - (5) coordinating and delivering services, transportation and administration as required;
 - (6) direct contact, communication and counseling of Program Participants;
 - (7) supervise Program Participants while in Contractor offices;
- ii. Staff are responsible for:
 - (1) providing Program services as directed by the Program Director and Case Specialists;
 - (2) administrative support to the Program;
 - (3) complying with educational and/or experience levels and maintaining training and annual/currency requirements in accordance with State standards;
 - (4) coordinating and delivering services, transportation and administration as required.

4. The ratio of ISCS to Program Participants shall be at a most stringent state licensing requirement level and must be maintained at all times.

5. A reasonable attempt shall be made by the Contractor to establish staffing that reflects demographics of the Program Participant population.

6. The Contractor shall assemble program staff based on the specific Education/Training/Licensure requirements of the following paragraph, as well as:

- a. Employees' ability to greet and deal tactfully with the public.
- b. Employees' ability to effectively communicate with others, interpret, and articulate rules, orders, instructions and materials, and ability to compose reports that contain the information as required.
- c. Employees' demonstration of sound judgment, and even temperament.
- d. Employee's ability to maintain self-control during situations that involve mental stress.
- e. Employees' ability to withstand the accompanying excitement of interpersonal confrontations, and emergencies.

7. Education/Training/License Requirements.
 - a. The Program Director:
 - i. Shall possess a Bachelor's Degree in an appropriate discipline, from an accredited University as a minimum.
 - ii. Shall have documented experience, certification and credentials applicable to the goals and intent of this Program, sufficient to communicate, direct, counsel and evaluate subordinate staff, and appropriate for a typical and commensurate community program of like objectives.
 - b. Intensive Supervision Case Specialists. The Staff, with direct Program Participant interface, communication and direction shall:
 - i. Possess a Bachelor's Degree in an appropriate discipline, from an accredited university;
 - ii. Have documented 2 years of relevant and increasing experience in a field related to law, social work, detention, corrections or similar occupational area; certification, licensure and credentials applicable to the professional accreditation of the position.
 - iii. Demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.
 - iv. Possess and maintain appropriate state licensure.
 - c. Support/Administrative Staff:
 - i. Shall possess a High School Diploma or GED certificate;
 - ii. Shall have documented 2 years of relevant and increasing experience and similar position work history;
 - iii. Shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.
 - d. The Contractor shall certify that employees possess all required state licenses for their position, and develop a system of monitoring and maintaining currency of those licenses.
8. Standards of Conduct. The Contractor shall develop standards of conduct and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Contractor shall hold his/her employees accountable for their conduct based on these standards, which are not restricted to, but must include:
 - a. The Contractor shall provide all employees with a copy of the program's Standards of Conduct.
 - i. All employees shall certify in writing that they have read and understand these rules.

- ii. A record of this certificate shall be provided to the COTR prior to the employee's beginning work under this contract.
 - b. Contractor staff shall not display favoritism or preferential treatment to one Program Participant or group of Program Participants, over another.
 - c. No Contractor employee shall enter a personal relationship with Program Participants outside the scope of the goals of the program.
 - d. Staff shall be prohibited from accepting for themselves or any member of their family, any personal gift, favor, or service, from Program Participants or from the Program Participant's family or close associate, no matter how trivial the gift or service may seem. All staff shall be required to immediately report any such offers to the program director. In addition, no staff shall give any gift, favors, or service to Program Participants, their family, or close associates.
 - e. Contractor employees shall not enter any business relationship with Program Participants or their families (e.g. selling, buying, trading personal property, etc.).
 - f. Program staff shall not have any outside or social contact (other than incidental contact) with any Program Participant, family, extended family/relatives, or close associates.
 - g. Contractor shall immediately report violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR and to appropriate law enforcement agencies.
 - i. Violations may result in employee dismissal by the Contractor or at the discretion of DHS CO.
 - ii. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.
 - h. Program staff shall be prohibited from providing legal advice to Program Participants and from interfering with a Program Participant's immigration status arrangements or the execution of final immigration court orders. Failure to comply with this could result in the termination of the contract and/or possible criminal charges against the employee.
9. Removal from Duty. The Contractor shall immediately notify the COTR immediately upon learning of adverse or disqualifying information on any employee.
- a. The Contractor shall immediately remove the employee from performing duties under this contract or any other DHS contract and comply with further guidance from DHS CO. Disqualifying information may include, but is not limited to:

- i. Arrest or conviction of a crime (felony or misdemeanor offenses);
 - ii. A record of arrests for traffic offenses (esp. DUI);
 - iii. Falsification of information entered on suitability forms.
- b. The Contractor shall immediately remove from assignment to this contract or any other DHS contract any employee(s) who has/have been disqualified for security reasons or after being deemed unfit to perform their duties. The Contractor shall immediately notify the COTR when removing an employee from duty. A determination of being unfit for duty may include, but is not limited to, incidents involving misconduct as set forth below:
 - i. Neglect of duty, failure to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
 - ii. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 - iii. Theft, vandalism, immoral conduct, or any other criminal actions.
 - iv. Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances.
 - v. Unethical or improper use of official authority or credentials.
 - vi. Violations of security procedures or regulations.
 - vii. Possession of alcohol or illegal substances while performing services under this contract.
 - viii. Undue fraternization with Program Participants.
 - ix. Poor performance involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a Program Participant being absent without permission, failing to appear, or not responding to contact.
 - x. Failure to maintain or fulfill training requirements.
- c. The COTR shall be notified of all terminations/resignations and suspensions immediately. The Contractor shall supply the COTR and the DHS Security Office with a monthly list of all employees working on the contract. The Contractor shall immediately notify the COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

10. The Contractor shall not assign or permit any employee to work under this contract more than a total of twelve hours of any 24-hour period. All employees shall have a continuous eight-hour rest period within each 24-hour period.

11. All program staff shall carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:

- a. A photograph of the employee that is at least one inch square. The photograph shall show as a maximum, the head, and shoulders of the employee and shall be no more than one-year-old at the time the credential is issued.
- b. A printed personal description consisting of the employee's name, sex, birth date, height, weight, hair color, and eye color, date of issuance.
- c. Signature of the employee.
- d. Validation by the issuing authority.
- e. Credentials shall be valid for up to five years.
- f. The Contractor shall void and immediately make the appropriate disposition of all identification credentials upon completion of assignments that result in program staff no longer performing under this contract.

12. Security Requirements. The Department of Homeland Security has determined that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor), requires access to DHS detainee population (Program Participant), and that the Contractor shall adhere to the following.

- a. Suitability Determination. DHS CO shall have and exercise full control over granting, denying, withholding or terminating access to the Government facility, sensitive Government information, or the Program Participant for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed access to a Government facility, sensitive Government information, or the Program Participant without a favorable EOD decision or suitability determination by the Security Office. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities, sensitive Government information, or the Program Participant shall not be subject to security suitability screening.
- b. Background Investigations. Contract employees (to include applicants, temporaries, part-time and replacement employees) under the

contract, needing access to DHS detainee population, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations shall be processed through the Security Office. Prospective Contractor employees shall submit the following completed forms to the Security Office through the COTR no less than 45 days before the starting date of the contract or 45 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- i. Standard Form 85P, "Questionnaire for Public Trust Positions;"
- ii. FD Form 258, "Fingerprint Card" (2 copies);
- iii. Foreign National Relatives or Associates Statement;
- iv. Form 555, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act."

Required forms will be provided by DHS at the time of award of the contract. Only complete packages shall be accepted by the Security Office. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant/employee as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. DHS will consider only U.S. Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

c. Continued Eligibility. If a prospective employee is found to be ineligible for access to Government facilities, sensitive Government information, or the program participant, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

DHS reserves the right and prerogative to deny and/ or restrict access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to

which he or she would have access under this contract.

The Contractor shall report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The Security Office must be notified of all terminations/resignations within five days of occurrence. The Contractor shall return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

d. Employment Eligibility. The Contractor must agree that each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, 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.

e. Security Management. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

Prior to the granting of a favorable EOD decision, the contractor shall submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicants drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed, whether or not included in these procedures, with regard to the specimen. Contractor

shall ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by DHS CO at any time. The contractor shall have a random drug-screening program, and the results of each screening shall be provided to DHS immediately.

Drug screening shall be ordered and accomplished at contractor's expense. DHS CO shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

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

D. SUBSECTION 3 – Training.

The Contractor shall establish an overall Training Plan for all employees which incorporates the mandatory training requirements listed below as well as other related training courses developed by the Contractor which are necessary for the successful performance of the program.

1. Training Plan.

a. The Contractor shall provide a training plan which shall include course descriptions, detailed lesson plans which include subject matter and methods of presentation, course objectives, student evaluation procedures, instructor(s) and the location, and duration of training.

b. The training plan shall be submitted to the COTR for review and approval no less than 30 days after contract award. Changes made to the Training Plan, at any time, shall be submitted to DHS CO for review and approval prior to implementation.

2. The Contractor shall certify that employees have been trained and shall provide documentation of the same upon COTR request. Under no circumstances shall a Contractor employee perform duties under this contract until all initial training, or refresher training as required in this subsection, is successfully completed and certified by the Contractor in writing to the COTR for each individual employee. The COTR must provide written approval prior to any

employee being assigned to perform any duties under this contract. All employees shall be given annual refresher training occurring each subsequent year of employment.

3. The Contractor shall ensure that the mandatory training as described below, as well as the training required to be developed by the Contractor in accordance with paragraph 1. above is provided to all employees. The Contractor may either provide the required training or have an institution acceptable to DHS CO provide the training. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. All instruction shall be conducted by instructors certified by a state or nationally recognized institution unless otherwise approved in writing by the COTR or the CO. All aspects of the training and all types of documentation associated with these programs are subject to evaluation, monitoring, and approval by the CO. The Contractor shall provide to the CO monthly documentation of the training completed for each Contractor employee, including but not limited to, the amount of training hours, type of training, date and location of training, and name of the instructor. The Contractor shall provide the COTR copies of certifications. The DHS CO will provide Orientation training for the Contractor.

4. The Contractor shall provide all clerical/support Contractor employees who have minimal Program Participant contact with 22 hours of training in addition to orientation to be completed within 14 days of employment and prior to being assigned to autonomous duties. The courses annotated (*) in paragraph 6. below are mandatory courses. All Contractor employees in this category shall be given annual refresher training consisting of the mandatory training annotated (*) in paragraph 6. below, and shall occur each subsequent year of employment. Reference paragraph 2. above.

5. The Contractor shall provide each member of the facilities managerial staff with all of the mandatory training courses described below. These courses shall be completed within 14 days of employment. In addition, the managerial personnel shall complete 24 hours of general management training during the first year and each subsequent year of employment. The Contractor shall provide the COTR copies of certification.

6. The following is a list of mandatory training subjects and minimum hours of training that shall be included in the Contractor employees training program:

- a. Constitutional Law (1 hr);
- b. Ethics and Authority (2 hrs);
- c.* Note Taking and Report Writing (4 hrs);
- d. Self Defense (8 hrs);
- e.* Human Relations (1 hr);
- f. Handling Disorderly Conduct, Civil Disturbances and Other

Incidents (3 hrs);

g.* Roles of Local, State, & Federal Law Enforcement Agencies (1 hr);

h. Courtroom Demeanor (1 hr);

i.* Cultural & Ethnic Sensitivity (2 hrs);

j. DHS Detention Standards Overview (4 hrs);

k. Orientation (1 hrs) (Provided by DHS CO/COTR after contract award)

*Mandatory courses.

Note: Training on DHS Detention Standards shall be conducted as a separate item in the Contractor employee-training program.

Supervisors shall attend additional training, given at the supervisory level, that includes: (1) Communications; (2) Solving Performance Problems; (3)

Counseling Employees; (4) Leadership Skills (emphasizing styles, motivation and career development); (5) Scheduling; (6) EEO Practices.

E. SUBSECTION 4 - Records and Reports. The Contractor shall create a Records and Reports Plan.

1. Program Reporting Requirements - Records Retention. The Contractor shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports. The Contractor shall maintain all logs and records required to operate and document the operational and personnel aspects and to comply with the requirements of this contract. All logs and records shall be maintained at the office in locked cabinets within the administrative area. All records are subject to inspection and review by DHS CO at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph. The Contractor shall not destroy or alter with intent to deceive any logs/records pertaining to this contract. At the completion of termination of this contract, the Contractor shall turn over all logs and records as directed by the Contracting Officer.

2. DHS Coordination. DHS will be involved in the programmatic development and on-going activities proposed and agreed upon in this contract. DHS CO/COTR will monitor and evaluate the provision of services; establish mechanisms to facilitate the referral and assignment of Program Participants and other related services and provide consultation regarding programmatic issues or concerns, as needed.

3. Reporting. Written Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum:

- a. Provide information regarding adjustments, and progress made toward meeting the specific goals and objectives of the contract.
- b. Information describing a chronological listing of all Program Participants which includes name, alien control number, date of admission,

end of month status, and date of discharge.

c. The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis, as determined by the CO. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the Contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The Contractor's representative shall sign written minutes of these meetings and the Government's representative. Within five calendar days of receipt of the signed minutes, the Contractor shall respond, in writing, to the CO, concerning any areas of disagreement.

4. The Contractor, upon discovery, shall immediately notify the DHS COTR verbally and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any Program Participant in care including the following:

- a. Any unauthorized absence of the Program Participant; contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime;
- b. Pregnancy of a Program Participant;
- c. Child-birth by a Program Participant;
- d. Hospitalization of, serious illness of, or serious injury to a Program Participant;
- e. Suicide or attempted suicide by a Program Participant;
- f. Death of a Program Participant;
- g. Arrest and/or incarceration of a Program Participant;
- h. Commission of a major program offense;
- i. Any abuse or neglect incident dealing with a Program Participant;
- j. Unauthorized correspondence and/or contact with a Program Participant.

5. Reporting an Unauthorized Absence.

- a. Unauthorized absences shall be reported to local authorities and the DHS COTR monitoring the ISAP.
- b. Verbal notification shall be provided to the COTR immediately and a written report shall be prepared and submitted to the COTR following all emergency, contingency or unusual occurrence reaction within 24-hours.
- c. The following information will be provided in the notification:
 - i. Name and alien registration number of Program Participant;
 - ii. Physical description of Program Participant
 - iii. Time of absence;
 - iv. What occurred?

- v. Any known calls or contacts made by Program Participant prior to absence;
- vi. Name, address, phone number of family;
- vii. Information regarding unusual behavior;
- viii. Any reasons to believe that the absence was involuntary;
- ix. Other law agencies notified and point(s) of contact.

F. **SUBSECTION 5 - Offices/Office Space.** The Contractor shall possess office space for all contract employees, and of sufficient size to allow for Program Participant meetings, records retention, and a reasonable flow of daily business.

1. **Facility Plan.** The Contractor shall create a Facility Plan that shall include a detailed description of the office space and community integration.

2. The Contractor shall provide offices/office space adequate for all personnel, vehicles, and equipment needed in the performance of this contract.

a. The Contractor's office shall be within 50 miles of the DHS office in the geographic metropolitan area.

b. Program services shall be provided in the least restrictive environment appropriate to the Program Participant population, community sensitivities and administered in a culturally sensitive manner.

c. The Contractor shall affirmatively demonstrate through appropriate documentation that occupancy meets all applicable State licensing requirements for zoning, building, fire, occupational health and safety and occupancy.

d. The Contractor shall present an architecturally appealing office that reflects positively on the DHS, and is appropriate for the community area located.

e. Offices/office space will be acquired by the Contractor who is responsible for its maintenance, janitorial service, upkeep, and repair.

f. **Emergency and Safety Requirements.** The Contractor shall certify office/office space compliance with state and local codes to the COTR, prior to beginning work under this contract.

g. The Contractor shall assure all offices are a tobacco free environment.

3. **Emergencies.** The Contractor shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency or should the facility become unfit for its intended use. The Contractor shall review the plan annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the Program Participants.

SECTION II - CONTRACT CLAUSES

A. FAR 52.212-4 Contract Terms and Conditions--Commercial Items FEB 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 postacceptance 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 may assign its rights to receive payment due as a result of performance of this contract 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 Governmentwide 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--
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to be notified in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (B) 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.
 - (C) 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 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 OMB prompt payment regulations at 5 CFR part 1315. 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 whistle blower 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.

(End of clause)

B. Addendum One - Contract Terms and Conditions-Commercial Items

1. Task Orders/Modifications

The contractor shall be authorized to commence performance only following issuance of a task order. The individuals authorized to issue orders under this contract are identified as Administrative Center (AC) Contracting Officers. The Contractor shall not accept any modification of the Schedule, Provisions, Clauses of this contract issued by any person other than an AC Contracting Officer. The AC Contracting Officer reserves the right to issue administrative changes to the contract unilaterally as well as make changes using the "Changes" clause which affords the Contractor an opportunity to request an equitable adjustment.

✓ 2. FAR 52.216-18 Ordering OCT 1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the expiration date of the base year, and for the option year timeframes stated in Section B during the option years.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

✓ 3. FAR 52.216-19 Order Limitations OCT 1995

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 0 participants per day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum Order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of 200 participants per day.

- (2) Any order for a combination of items in excess of 200 participants per day.
 - (3) A series of orders from the same ordering office within (1) week that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

4. FAR 52.216-21

Requirements

OCT 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 the expiration date of the current contract period.

(End of clause)

5. FAR 52.217-9 Option to Extend the Term of the Contract MAR 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period specified in the schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

6. FAR 52.217-8 Option to Extend Services NOV 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 the period specified in the Schedule.

(End of clause)

7. **Submission of Invoices:**
- a. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
 - (1) Name of the business concern.
 - (2) Invoice date.
 - (3) Contract number and delivery order number.
 - (4) Description, price, and quantity of services actually rendered.
 - (5) Payment terms.
 - (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (7) Other substantiating documentation or information as required by the contract.
 - b. All invoices shall be submitted to the addresses stipulated on the individual Task orders issued in accordance with the FAR clause 52.216-18 in Section II.
 - c. The original invoice must be sent to the COTR for certification and the COTR will in turn forward to the Contracting Office. The duplicate invoice (clearly marked "Duplicate Original") must be sent to the Contracting Office. The Contracting Officer will forward the invoice to the Dallas Finance Center for payment.
 - d. Payments will be processed in accordance with Clause 52.232-34, Payment by Electronic Funds Transfer - Other than Contract Registration, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.
8. **Monetary Adjustments for Inadequate Performance**

Each month, the Contractor's performance will be compared to contract standards and acceptable quality levels using the Performance Requirement Summary (PRS), Attachment #2 in Section III. Through the FAR Clause 52.246-4 Inspection of Services-Fixed Price, incorporated herein by reference, the Government can deduct from a Contractor's payment an amount equal to the services not provided. If performance of a required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the maximum payment percentage stated in column six of the PRS may be deducted from the monthly invoice.

The value of a specific required service is found on the PRS sixth column. This percentage is applied to the contract's monthly price for the contract line item number CLIN associated with that specific service.

In the example below the maximum payment percent for meeting the PR is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of payment. If completed work was unsatisfactory during the month (that is, it

exceeded the Maximum Error Rate (MER), and the percent of the sample found satisfactory was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

Example of unsatisfactory performance sampling deduction:

If: Quality of completed work is unsatisfactory (exceeded MER of 5 percent)
and: Contract price is \$100,000 for this month
and: The maximum payment percent for the required service to total contract price is 10 percent
and: Sample size is 50
and: Number of defects in the sample is 10

Then: Payment for quality completed work is:

Contract price	\$100,000
X Payment percentage	<u>.10</u>
	\$ 10,000
X Percent of sample good	<u>.80</u>
Payment for this service	\$ 8,000

The taking of deductions shall not be deemed to waive or limit any right of the Government under any Termination Clauses, or the Inspection of Services clause.

Depending on the Contractor's overall performance for example, repeated instances of nonperformance or unsatisfactory performance), the government may issue a Cure Notice or a Show Cause letter or terminate the contract.

9. Evaluation of Performance for Contractor Performance Reports

Past performance information is relevant information regarding a Contractor's actions and conduct on previously awarded contracts. It includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

For active contracts valued in excess of \$100,000.00 dollars, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The

Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

10. Privacy Act Notice: Mandatory Disclosures, Authority, Purposes, and Uses:

Disclosure of your taxpayer identification number is mandatory for Federal income tax purposes under the authority of 26 USC, sections 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). In accordance with the provision at FAR 52.204-3 (b), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

11. **HSAR 3052.209-70 Prohibition on contracts with corporate expatriates.**

As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause:

**PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
[DEC 2003]**

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

“Expanded Affiliated Group” means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code),

except that section 1504 of such Code shall be applied by substituting ‘more than 50 percent’ for ‘at least 80 percent’ each place it appears.

“Foreign Incorporated Entity” means any entity which is, or but for subsection (b) of Section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

“Inverted Domestic Corporation.” A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or

business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

“Person”, “domestic”, and “foreign” have the meanings given such terms by paragraphs

(1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special Rule For Related Partnerships. For purposes of applying Section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure.

By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

12. **HSAR 3052.211-70 Index for specifications.**

As prescribed in (HSAR) 48 CFR 3011.204-70, insert the following clause:

INDEX FOR SPECIFICATIONS

[DEC 2003]

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

13. **HSAR 3052.215-70 Key personnel or facilities.**

As prescribed in (HSAR) 48 CFR 3015.204-3, insert the following clause:

KEY PERSONNEL OR FACILITIES

[DEC 2003]

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract: (See Subsection C, para. 2)

(End of clause)

14. **HSAR 3052.219-70 Small Business subcontracting program reporting.**
As prescribed in (HSAR) 48 CFR 3019.708-70(a), insert the following clause:
THE SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING
[DEC 2003]

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295)) to the Department of Homeland Security, Office of Small and Disadvantaged Business Utilization, Washington, DC, 20528.
52-2512-04-03

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

15. **3052.219-71 DHS Mentor-Protégé Program**
As prescribed in (HSAR) 48 CFR 3019.708-70(b), insert the following clause:
DHS MENTOR-PROTÉGÉ PROGRAM
[DEC 2003]

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and

(3) Mentor-Protégé agreements, approved by the DHS OSDBU.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors, serving as mentors in the DHS mentor-protégé program, are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protégé firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under a DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF-295; for example, the mentor/large business prime contractor reports a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000 (\$10,000 traditional subcontract plus \$5,000 in developmental assistance for a total of \$15,000).

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

16. **HSAR 3052.222-71 Strikes or picketing affecting access to a DHS facility.**
As prescribed in (HSAR) 48 CFR 3022.101-71(b), insert the following clause:
STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY [DEC 2003]

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies.

(End of clause)

17. **HSAR 3052.242-71 Dissemination of contract information.**
As prescribed in (HSAR) 48 CFR 3042.203-70(b), insert the following clause:
DISSEMINATION OF CONTRACT INFORMATION

[DEC 2003]

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer. (End of clause)

18. **HSAR 3052.242-72 Contracting officer's technical representative.**
As prescribed in (HSAR) 48 CFR 3042.7000, insert the following clause:
CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

[DEC 2003]

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

19. Bargaining Agreement

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing on this contract.

20. Permits and Licenses

In the performance of work, hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, State, or local government, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances. Copies of licenses shall be provided to the Contracting Officer within fifteen (15) days after contract award.

21. Insurance. The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor himself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance; bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required. Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

22. This contract incorporates Section VI – Offeror Representations and Certifications – Commercial Items by reference with the same force and effect as if they were included in full text.

C. FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items JUN 2003

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement

provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest After Award (AUG 1996) (31 U.S.C 3553).

- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (MAR 1999) of 52.219-5.
- (iii) Alternate II (JUNE 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-- Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and

- 10 U.S.C. 2323).
- X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
 - (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
 - X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
 - X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 - X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2991) (38 U.S.C. 4212).
 - (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
 - (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
 - (22) (i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
(ii) Alternate I (MAY 2002) of 52.225-3.
(iii) Alternate II (MAY 2002) of 52.225-3.
 - (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - X (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
 - X (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
 - (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - X (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
 - (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
 - (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 - (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

— (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

- (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (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) (MAY 1989) (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 (FEB 2002) (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 Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of

business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).
 - (v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1998), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

SECTION III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. Attachment 1, DHS Field Office Addresses (1 Page)
2. Attachment 2, Deliverables Schedule (2 Pages)
3. Attachment 3, Performance Requirements Summary (3 Pages)
4. Attachment 4, Department of Labor Wage Determinations (2 Pages)
5. Attachment 5, Statement of Equivalent Rates for Federal Hires (1 Page)
6. Attachment 6, Past Performance Questionnaire (3 Pages)

ATTACHMENT 1
DHS FIELD OFFICE ADDRESSES

Baltimore, MD Field Office
Fallon Federal Building
31 Hopkins Plaza
Baltimore, MD 21201

Philadelphia, PA Field Sub-office
1600 Callowhill Street
Philadelphia, PA 19130-4106

Miami, FL Field Office
7880 Biscayne Boulevard
Miami, FL 33138-4797

St. Paul, MN Field Office
2901 Metro Drive, Suite 100
Bloomington, MN 55425

Denver, CO Field Office
4730 Paris Street
Denver, CO 80239

Kansas City, MO Field Sub-office
9747 Northwest Conant Avenue
Kansas City, MO 64153

San Francisco, CA Field Office
630 Sansome Street
San Francisco, CA 94111-2280

Portland, OR Field Sub-office
511 Northwest Broadway
Portland, OR 97209

Deliverables Schedule

Attachment No. 2 – page 1 of 2

#	Description	Number of Copies	Delivery Time After Award/Frequency	PWS Reference
1	Operations Plans/Manual	3	60 Days	6.B.3.
2	Quality Control Plan (QCP)	3	30 Days/As Required	6.B.5.
3	Quality Control Audit	3	30 Days/As Required	6.B.5.
4	System for Review and Updating Policies, Plans and Procedures	3	45 Days/Annual	6.B.2.
5	Personnel Policies and Procedures	3	45 Days	6.C.
6	Key Personnel Resumes	3	60 Days/As Required	6.C.2.
7	Staffing Plan	3	30 Days/As Required	6.C.3.
8	Organizational Charts	3	30 Days/As Required	6.B.3.
9	Employment Suitability Packages	1	45 Days Prior to EOD	6.C.2.
10	Employee Certifications -- Standards of Conduct	1	Prior to Employee EOD	6.C.8.
11	Drug Test	1	NLT 21 Days After DHS Receipt of Employ Package	6.C.12.
12	Notification of Employee Terminations Suspensions/Resignations/Personnel Actions	1	Immediately	6.C.12.
13	Training Program/Plan to Implementation	3	NLT 30 Days Prior	6.D.1.
14	Case Management Plan/Service Plans	3	30 Days/As Required	6.B.7.
15	Electronic Monitoring Device (EMD)/Electronic Monitoring System Implementation Plan	3	NLT 30 Days Prior	6.B.8.

#	Description	Number of Copies	Delivery Time After Award/Frequency	PWS Reference
16	Certification of Employee Training	1	As Required	6.D.2.
17	Communications Plan	3	45 Days	6.B.4.
18	Community Liaison – Resources, Schedule	3	45 Days	6.B.4.
19	Policy and Procedures for Records and Reports	3	60 Days	6.E.1.
20	Incident Reports	3	Verbal Immediate – Written Within One Day	6.E.4.
21	Facility (Office/Office Space) Plan	3	NLT 30 Days Prior	6.F.2.
22	Certification -- Zoning Laws and Municipal Codes, Building Codes, Fire Codes	3	Prior to Occupancy	6.F.2.
23	Facility/Office Security Inspections	1	When Requested	6.F.2.
24	Job Related Injury Report	3	2 Work Days	6.E.4.
25	Security Plan	1	Prior to Occupancy/Annually	6.B.6.
26	Report of Program Participant Incident, and Unauthorized Absence	3	Verbal Immediately, Written in 24-hours	6.F.5.
27	Rules for Program Participant Conduct/Revised and Updated as Necessary	3	45 Days/Annually	6.B.10.
28	Plans, Policy and Procedures Orientation, Release of Program Participants	4	45 Days	6.B.
29	Transportation Plan (Vehicles)	3	30 Days/As Required	6.B.12.
30	Transportation Plan (Program Participants)	3	45 Days/As Required	6.B.12.
31	Report for Annual Review (presentation)	1	Annually	6.B.5.

Attachment No. 2 – page 2 of 2

Performance Requirements Summary

Attachment No. 3 – page 1 of 3

PRS	Performance Work Statement (PWS) Required Services	PWS Standard (Reference)	Maximum Error Rate (MER)	Method of Surveillance	Maximum Payment Percent for Meeting the PR
	I. ADMINISTRATION ORGANIZATION AND PROGRAM MANAGEMENT				
1	Contractor shall supply employees with all necessary facilities, and equipment.	6.F.B	1%	100% Inspection	2%
2	Contractor shall submit policies and procedures to DHS for review and approval prior to implementation or change.	6.B.2	2%	100% Inspection	3%
3	Contractor shall develop and implement a Quality Control Plan (QCP).	6.B.5	1%	100% Inspection	5%
4	Contractor shall plan and participate in a monthly Quality Control Audit (QCA).	6.B.5	1%	100% Inspection	4%
5	Contractor shall provide an electronic monitoring system for tracking Program Participant movement and counting.	6.B.8	1%	100% Inspection	7%
6	Contractor shall not refuse to accept any Program Participant presented by DHS.	6.B.1	0%	100% Inspection	3%
7	Contractor shall comply with Program Participant admission and orientation policy and procedures.	6.B.7	2%	Random Inspection	2%
8	Contractor shall provide most economical conveyance of Program Participants.	6.B.12	2%	Random Inspection	3%
9	Contractor shall ensure translators are available when needed.	6.B.11	1%	Complaint	2%
10	Contractor shall provide community contacts at the minimum required to achieve Program Participant success in the Phase System.	6.B.4	2%	Random Inspection / Complaint	7%
11	Contractor shall comply with Program Participant visitation frequency and Phase System procedures and processes.	6.B.7	2%	100% Inspection	3%
12	Contractor shall maintain appointment Intensive Surveillance Case Specialist logbooks in accordance with contract.	6.B.6	1%	Random Inspection	3%
13	Contractor shall ensure Program Participant's civil rights are not violated.	6.B.13	1%	Complaint	3%
14	Contractor shall process Program Participant grievances in accordance with policy.	6.B.7	1%	100% Inspection	2%

PRS	Performance Work Statement (PWS) Required Services	PWS Standard (Reference)	Maximum Error Rate (MER)	Method of Surveillance	Maximum Payment Percent for Meeting the PRS
	2 PERSONNEL				
15	Contractor shall submit documentation for all personnel and supervisors to DHS security for pre-work approval.	6.C.12	0%	100% Inspection	5%
16	Contractor shall obtain COTR approval before employees work	6.C.1	1%	100% Inspection	5%
17	Contractor shall ensure a random drug-testing program exists and submit random drug test results to DHS.	6.C.12	2%	100% Inspection	2%
18	Contractor shall report all violations of standards of conduct or criminal activity.	6.C.8	1%	100% Inspection	5%
19	Contractor shall remove employees if directed by DHS.	6.C.9	0%	100% Inspection	3%
	3 TRAINING				
20	Contractor shall certify that all supervisory, professional and support employees are trained and possess required state licenses prior to working.	6.D.2	1%	100% Inspection	5%
21	Contractor shall provide refresher training at required intervals to staff.	6.D.2	2%	100% Inspection	3%
	4 RECORDS & REPORTS				
22	Contractor shall maintain all records in accordance with contract requirements.	6.E.1	3%	100% Inspection	5%
23	Contractor shall submit monthly progress reports complete and in accordance with contract requirements.	6.E.3	2%	100% Inspection	5%
24	Contractor shall insure detailed procedures are in place for and report all incidents concerning unauthorized absence of Program Participants, in accordance with contract timeframes.	6.E.5	1%	100% Inspection	3%
25	Contractor shall ensure Case Management system and Service Plans are up-to-date and complete.	6.B.7	2%	100% Inspection	4%
26	Contractor shall provide written plans for Case Management and Service Plans of Program Participants.	6.B.7	2%	100%	3%

Attachment No. 3 – page 3 of 3					
PRS	Performance Work Statement (PWS) Required Services	PWS Standard (Reference)	Maximum Error Rate (MER)	Method of Surveillance	Maximum Payment Percent for Meeting the PR
	5. OFFICES/OFFICE SPACE (FACILITIES)				
27	Contractor shall create a Facility (Offices/Office Space) Plan	6.F.1	3%	100% Inspection	3%

- Maximum Error Rate may be translated to # of incidents, if applicable

2. AMENDMENT/MODIFICATION NO. A001	3. EFFECTIVE DATE 04/2/04	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security 70 Kimball Avenue South Burlington, VT 05403	7. ADMINISTERED BY (If other than Item 6)
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) B.I., Incorporated 6400 Lookout Road Boulder, CO 80301	(3)	9A. AMENDMENT OF SOLICITATION NO ACB-3-R-0033
	X	9B. DATED (SEE ITEM 11) 07/25/03
		10A. MODIFICATION OF CONTRACT/ORDER NO. ACB-4-C-0008
		10B. DATED (SEE ITEM 13) 03/22/04

CODE	FACILITY CODE
------	---------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT 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)
N/A

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

	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 CONTACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to change the Administrative Office in Block 16 on the SF1449 and on page I-3, Paragraph B, to the following:

US Immigration & Customs Enforcement
Attn: ACLCAP
PO Box 30080
Laguna Niguel, CA 92607-0080
Telephone: (949) 360-3180

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain 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) ROGER E. FREGEAU Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Roger E. Fregeau</i> (Signature of Contracting Officer)	16C. DATE SIGNED 4/2/04

....Continuation of Block 14.

This is an administrative modification issued to successor the contract and to transfer all contract responsibility effective 04/2/04. Pursuant to FAR 42.2 and 42.3, and in accordance with the reorganization under the Department of Homeland Security, all contracting functions are transferred to US Immigration and Customs Enforcement (ICE), Administrative Center Laguna Niguel, CA. This office retains no contract administration functions.

All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 05/17/2004	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Customs Enforcement Office of Procurement Laguna ATTN: John Wolfslau, (949)360-3180 P.O. Box 30080 Laguna Niguel CA 92607-0080	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE CA
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) B.I. INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 80301 CODE 094160959 FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACB-4-C-0008 / ---
	10B. DATED (SEE ITEM 13) 03/22/04

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.

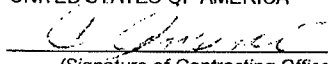
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in 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) Unilateral, Final Rule on FAR case 2002-18.

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 by reference FAR Clauses 52.207-7, Central Contractor Registration (Oct 2003), Alt I (Oct 2003) (b) (1)...December 31, 2003... and FAR 52.232-33, Payments by Electronic Funds Transfer - Central Contractor registration (Oct 2003). Full text of clauses are available at <http://www.arnet.gov/far>. Central Contractor registration is available at <http://ccr.gov>.

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) CAROL AMANO
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 5/17/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

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

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (If applicable)
 P00003 06/21/2005 DRQ-05-RQ0500
 6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
 ICELAG PRO-LAGUNA

Immigration and Customs Enforcement
 Office of Procurement-Laguna
 PO Box 30080
 ATTN: John Wolfslau, (949)360-3180
 Laguna Niguel CA 92607

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BI INCORPORATED

6400 LOOKOUT ROAD
 BOULDER CO 803013377

9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ACB4C0008

10B. DATED (SEE ITEM 13)
 03/22/2004

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.)
 N/A

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
 UNILATERAL - FAR 52.217-9, FAR 52.222-41, and Administrative

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: 840769926
 DUNS Number: 094160959

This modification is issued to exercise Option Year One, to incorporate the new Department of Labor Wage Determinations for each location, to list the COTRs for each ISAP office, and to incorporate the Notice of Assignment of Claims.

Under FAR 52.217-9 Option to Extend the Term of the Contract, Option Year One is exercised for the period of June 21, 2005 through June 20, 2006.

In accordance with FAR 52,222.43 Fair Labor Standards Act and Service Contract Act - Price 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)
 Carol Amant SOREYA CORREA
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 6/21/05

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Adjustment (Multiple Year and Option Contracts), replace Attachment 4 with new Department of Labor Wage Determinations #1994-2307 Rev 29, #1994-2119 Rev 26, #1994-2441 Rev 24, #1994-2247 Rev 26, #1994-2449 Rev 20, #1994-2059 Rev 25, #1994-2081 Rev 26, and #1994-2289 Rev 24 effective with Option Year One. Note that the DOL has replaced #1994-2290 with #1994-2289 Rev 24.</p> <p>In accordance with FAR 52.232-23 Assignment of Claims, the Notice of Assignment of Claims is hereby incorporated and effective.</p> <p>FOB: Destination Discount Terms: Net 30 Period of Performance: 06/21/2004 to 06/20/2009</p> <p>ADD THE FOLLOWING TO SECTION II, NEW PARAGRAPH 18A OF THE CONTRACT---</p> <p>The following COTRs for this contract are assigned by geographical location:</p> <p>HEADQUARTERS- DETENTION & REMOVAL OPERATIONS Denise Birdsong Immigration & Customs Enforcement 801 "I" St NE Washington DC 20002-3632 202-514-██████ (w) ████████ (c)</p> <p>BALTIMORE, MARYLAND Ray Smith Immigration & Customs Enforcement 31 Hopkins Plaza, Suite 630 Baltimore, MD 21227 410-962-██████ (w) ████████ (c)</p> <p>PHILADELPHIA, PENNSYLVANIA Patrick McCallion Immigration & Customs Enforcement 220 Chestnut Street, Room 200 Philadelphia, PA 19106 215-656-7165 x ████████ (w) ████████ (c)</p> <p>MIAMI, FLORIDA Eduardo Roman Immigration & Customs Enforcement 7880 Biscayne Boulevard Miami, Florida 33138 Continued ...</p>				

(b)(2)

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	305-762-██████ (w) ██████ (c) ST. PAUL, MINNESOTA Denise Gearey Immigration & Customs Enforcement 2901 Metro Dr., Suite 100 Bloomington, MN 952-853-██████ (w) ██████ (c) DENVER, COLORADO Richard L. Murphy Immigration & Customs Enforcement 4730 Paris Street Denver, CO 80239 303-371-██████ (w) ██████ (c) KANSAS CITY, MISSOURI Paul L. Mitchell Immigration & Customs Enforcement 9747 Northwest Conant Avenue Kansas City, MO 64153 816-891-7024 x ██████ (w) ██████ (c) SAN FRANCISCO, CALIFORNIA Hans Momberger Immigration & Customs Enforcement 630 Sansome Street, 8th Floor San Francisco, CA 94111 415-844-██████ (w) ██████ (c) PORTLAND, OREGON Tony Lam Immigration & Customs Enforcement 511 NW Broadway. Portland, OR 97209 503-326-██████ (w) ██████ (c)				
	All other terms and conditions of the contract remain unchanged and in full force and effect.				

(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 06/30/2005	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) BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0941609590000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB4C0008	10B. DATED (SEE ITEM 11) 03/22/2004

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.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-3 Changes - Time and Materials or Labor Hours

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

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

Tax ID Number: 84-0769926

DUNS Number: 094160959

The purpose of this contract modification is to incorporate additional sub line items for the Miami, FL ISAP Office and increase the maximum total of daily participants from 200 by 200 to 400 per day.

1. The additional contract line items are incorporated for the base period and all option periods as follows:

BASE PERIOD

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) Corporate Controller, Michael E. Hankerd	15B. CONTRACTOR/OFFEROR <i>Michael E. Hankerd</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5/11/2006	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	16B. UNITED STATES OF AMERICA, <i>Jan K. Wisor</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5/31/06
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NSN 7540-01-152-8070
Previous edition unusable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN DESCRIPTION QUANTITY RATE				
	0003E Miami, FL ISAP 50 EA (201-250) \$15.00				
	0003F Miami, FL ISAP 50 EA (251-300) \$25.00				
	0003G Miami, FL ISAP 50 EA (301-350) \$15.25				
	0003H Miami, FL ISAP 50 EA (351-400) \$15.00				
	OPTION PERIOD ONE				
	CLIN DESCRIPTION QUANTITY RATE				
	1003E Miami, FL ISAP 50 EA (201-250) \$15.45				
	1003F Miami, FL ISAP 50 EA (251-300) \$25.75				
	1003G Miami, FL ISAP 50 EA (301-350) \$15.71				
	1003H Miami, FL ISAP 50 EA (351-400) \$15.45				
	OPTION PERIOD TWO				
	CLIN DESCRIPTION QUANTITY RATE				
	2003E Miami, FL ISAP 50 EA (201-250) \$15.91				
	2003F Miami, FL ISAP 50 EA (251-300) \$26.52				
	2003G Miami, FL ISAP 50 EA (301-350) \$16.18				
	2003H Miami, FL ISAP 50 EA (351-400) \$15.91				
	OPTION PERIOD THREE				
	CLIN DESCRIPTION QUANTITY RATE				
	3003E Miami, FL ISAP 50 EA (201-250) \$16.39				
	3003F Miami, FL ISAP 50 EA (251-300) \$27.32				
	3003G Miami, FL ISAP 50 EA (301-350) \$16.67				
	3003H Miami, FL ISAP 50 EA (351-400) \$16.39				
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	OPTION PERIOD FOUR				
	CLIN DESCRIPTION QUANTITY RATE				
	4003E Miami, FL ISAP 50 EA (201-250)			\$16.88	
	4003F Miami, FL ISAP 50 EA (251-300)			\$20.14	
	4003G Miami, FL ISAP 50 EA (301-350)			\$17.17	
	4003H Miami, FL ISAP 50 EA (351-400)			\$16.88	
	2. The statement and work and terms and conditions of the contract and all modifications are incorporated herein.				
	3. The Program POC is Irene Holth (202) 732- [REDACTED]				
	4. The Procurement POC is Anthony Gomez (202) 307- [REDACTED]				
	ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. Period of Performance: 06/21/2004 to 06/20/2009				

(b)(2)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00005 06/20/2006 PRO-06-00000

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB4C0008
 10B. DATED (SEE ITEM 11) 03/22/2004
 CODE 0941609590000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X I.A.W. FAR 52.217-9 (MAR 2000)

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: 84-0769926
 DUNS Number: 094160959

The purpose of this modification is to reflect the following:

- (1) To exercise Option Year II in accordance with FAR Part 52.217-9 (Option to Extend the Term of the Contract) for the period of 6/21/2006 through 6/20/2007.
 - (2) To change the Lead Contracting Officer Technical Representative (COTR), Headquarters - Detention and Removal Operations (DRO) from Ms. Denise Birdsong to Ms. Melinda McDonough effective 06/21/2006. Ms. McDonough can be reached at 202-616-8672.
- 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)
 VICKI GRANAT
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 6-21-06

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other COTR assignments remain unchanged (See Below).</p> <p>NOTE:</p> <p>(1) An administrative modification will be issued at a later date to incorporate the new Department of Labor Wage Determinations for each ISAP location, in accordance with FAR Part 52-222.43 (Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)).</p> <p>(2) Option Year II services will be funded on a task order basis against Contract ACB4C0008.</p> <p>Period of Performance: 06/21/2004 to 06/20/2009</p> <p>The following COTRs for this contract are assigned by geographical location:</p> <p>HEADQUARTERS- DETENTION & REMOVAL OPERATIONS Melinda McDonough Immigration & Customs Enforcement 425 I Street, NW - Room 6260 Washington DC 20536 202-616-██████ (w)</p> <p>BALTIMORE, MARYLAND Ray Smith Immigration & Customs Enforcement 31 Hopkins Plaza, Suite 630 Baltimore, MD 21227 410-962-██████ (w) ██████████ (c)</p> <p>PHILADELPHIA, PENNSYLVANIA Patrick McCallion Immigration & Customs Enforcement 220 Chestnut Street, Room 200 Philadelphia, PA 19106 215-656-7165 x ████████ (w) ██████████ (c)</p> <p>MIAMI, FLORIDA Eduardo Roman Immigration & Customs Enforcement 7880 Biscayne Boulevard Miami, Florida 33138 305-762-██████ (w) ██████████ (c)</p> <p>Continued ...</p>				

(b)(2)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB4C0008/P00005

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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>ST. PAUL, MINNESOTA Denise Gearey Immigration & Customs Enforcement 2901 Metro Dr., Suite 100 Bloomington, MN 952-853-██████ (w) ████████ (c)</p> <p>DENVER, COLORADO Richard L. Murphy Immigration & Customs Enforcement 4730 Paris Street Denver, CO 80239 303-371-██████ (w) ████████ (c)</p> <p>KANSAS CITY, MISSOURI Paul L. Mitchell Immigration & Customs Enforcement 9747 Northwest Conant Avenue Kansas City, MO 64153 816-891-7024 x ██████ (w) ████████ (c)</p> <p>SAN FRANCISCO, CALIFORNIA Hans Momberger Immigration & Customs Enforcement 630 Sansome Street, 8th Floor San Francisco, CA 94111 415-844-██████ (w) ████████ (c)</p> <p>PORTLAND, OREGON Tony Lam Immigration & Customs Enforcement 511 NW Broadway. Portland, OR 97209 503-326-██████ (w) ████████ (c)</p> <p>ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.</p>			(b)(2)	

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 08/08/2006	4. REQUISITION/PURCHASE REQ. NO. PRO-06-00000	5. PROJECT NO. (If applicable)
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) BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB4C0008
	10B. DATED (SEE ITEM 11) 03/22/2004
CODE 0941609590000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SCHEDULE

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

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

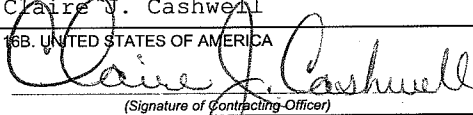
E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 84-0769926
 DUNS Number: 094160959
 OPTION YEAR TWO

The purpose of this modification is to reflect the following:

(1) Attachment 4 of Base Contract ACB4C0008 is hereby replaced with the following new Department of Labor Wage Determinations for each ISAP location in accordance with FAR 52.222.43 - Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts):

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  (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/2006
(Signature of person authorized to sign)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB4C0008/P00006

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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	BALTIMORE, MD #1994-2447 (Rev 28) - 5/23/06 #1994-2103 (Rev 35) - 5/23/06				
	MIAMI, FL #1994-2119 (Rev 28) - 5/23/06 #1994-2111 (Rev 30) - 5/24/06				
	DENVER, CO #1994-2081 (Rev 28) - 5/23/06 #1994-2079 (Rev 30) - 5/23/06 #1994-3009 (Rev 15) - 5/24/06				
	KANSAS CITY, MO #1994-2307 (Rev 31) - 5/23/06 #1994-2311 (Rev 27) - 5/24/06 #1994-2309 (Rev 34) - 5/24/06 #1994-2213 (Rev 35) - 5/23/06				
	ST. PAUL, MN #1994-2287 (Rev 30) - 5/23/06 #1994-2289 (Rev 26) - 5/23/06 #1994-2577 (Rev 29) - 5/24/06				
	PORTLAND, OR #1994-2441 (Rev 26) - 5/23/06 #1994-2439 (Rev 26) - 5/24/06 #1994-2567 (Rev 30) - 5/23/06				
	SAN FRANCISCO, CA #1994-2059 (Rev 28) - 7/13/06 #1994-2061 (Rev 24) - 5/24/06 #1994-2067 (Rev 25) - 5/24/06 #1994-2051 (Rev 28) - 5/24/06 #1994-2069 (Rev 26) - 5/24/06 #1994-2055 (Rev 27) - 5/24/06 #1994-2049 (Rev 25) - 5/23/06 #1994-2045 (Rev 24) - 5/23/06				
	PHILADELPHIA, PA #1994-2449 (Rev 22) - 5/23/06 #1994-2097 (Rev 22) - 5/23/06 #1994-2345 (Rev 22) - 5/23/06				
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT NO. ACB4C0008 REMAIN UNCHANGED.				
	Period of Performance: 06/21/2004 to 06/20/2009				
	FOR INQUIRIES: Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB4C0008/P00006

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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Procurement POC: Tricia Jackson-Harris, 202-305- Program POC: Melinda McDonough - Lead COTR, 202-616-			(b)(2)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	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) BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803 013377		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0941609590000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB4C0008	10B. DATED (SEE ITEM 11) 03/22/2004

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.

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

Tax ID Number: 84-0769926

DUNS Number: 094160959

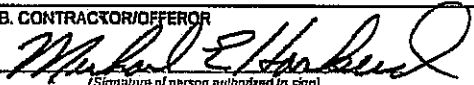
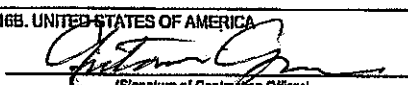
The purpose of this modification is to reflect the following:

Under Section I, block 6, Performance Work Statement, subsection B, 7, i, Phases of Supervision, is modified by adding a new provision, iv, as follows:

iv. Notwithstanding the above Phases of Supervision and the Contractor's Case Management and Services Plans, the Detention and Removal (DRO) Field Officers may direct the Contractor to delete or reduce functions, frequencies or verifications within a Phase of Supervision, and advance or hold participants in each Phase of Supervision.

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) Michael E. Hunker Corporate Controller	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Gomez, Jr.
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5/09/2007

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions of the subject contract remain unchanged and in full force and effect.</p> <p>Period of Performance: 06/21/2004 to 06/20/2009 FOR INQUIRIES:</p> <p>Procurement POC: Patryk Drozd, 202-305-██████</p> <p>Program POC: Melinda McDonough - Lead COTR, 202-616-██████</p>				(b)(2)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00008

06/21/2007

6. ISSUED BY

CODE

ICE/CR/COMPLIANC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/CR/COMPLIANC

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Patryk Drozd
Washington DC 20536

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

BI INCORPORATED
6400 LOOKOUT ROAD
BOULDER CO 803013377

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
ACB4C0008

10B. DATED (SEE ITEM 11)

CODE 0941609590000

FACILITY CODE

03/22/2004

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 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: 84-0769926

DUNS Number: 094160959

The purpose of the modification is to reflect the following:

(1) To exercise Option Year 3 in accordance with FAR Part 52.217-9 (Option to Extend the Term of the Contract) for the period of 6/21/2007 through 6/20/2008.

(2) To update the Contracting Officer Technical Representatives (COTRs) for each of the below listed geographical location:

Note:

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)

Billi Woodard

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

Billi Woodard
(Signature of Contracting Officer)

6/20/2007

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(1) An administrative modification will be issued at a later date to incorporate the new Department of Labor Wage Determinations for each ISAP location, in accordance with FAR Part 52-222.43 (Fair Labor Standards Act and Service Contract Act - Price Standards Act and Services Contract Act - Price Adjustment (Multiple Year and Option Contracts)).</p> <p>(2) Options Year 3 services will be funded on a task order basis against Contract ACB4C0008.</p> <p>Period of Performance: 06/21/2007 to 06/20/2008</p> <p>The following COTRs for this contract are assigned by geographical location:</p> <p>HEADQUARTERS - DETENTION & REMOVAL OPERATIONS Officer Melinda McDonough Immigration and Customs Enforcement 425 I Street, NW Washington, DC 20536 202-732-██████ (w)</p> <p>BALTIMORE, MARYLAND Officer Paul Welkie Immigration and Customs Enforcement 31 Hopkins Plaza, Suite 630 Baltimore, MD 21227 410-962-██████ (w) ████████ (c)</p> <p>PHILADELPHIA, PENNSYLVANIA Officer John Rife Immigration and Customs Enforcement 1600 Callowhill Philadelphia, PA 19106 215-656-██████ (w) ████████ (c)</p> <p>MIAMI, FLORIDA Officer Juan R. Bazail Immigration and Customs Enforcement 333 South Miami Avenue, Suite 240 Miami, Florida 33130 305-400-6160 ext ████████ (w) ████████ (c)</p> <p>ST. PAUL, MINNESOTA Officer Denise Gearey Immigration and Customs Enforcement 2901 Metro Drive, Suite 100 Continued ...</p>				

(b)(2)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB4C0008/P00008

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Bloomington, MN (952) 853-██████</p> <p>DENVER, COLORADO Officer Claudia Lang Immigration and Customs Enforcement 4730 Paris Street Denver, CO 80239 (303) 371-5606 Ext. ██████</p> <p>KANSAS CITY, MISSOURI Officer Terry Stevens Immigration and Customs Enforcement 9747 Northwest Conant Avenue Kansas City, MO 64153 (816) 891-██████</p> <p>SAN FRANCISCO, CALIFORNIA Officer Johnny Bailey Immigration and Customs Enforcement 630 Sansome Street, 5th Floor San Francisco, CA 94111 (415) 844-██████ (w) ██████████ (c)</p> <p>PORTLAND, OREGON Officer Ron Spaude Immigration and Customs Enforcement 511 NW Broadway Portland, OR 97209 (503) 326-██████</p> <p>All other terms and conditions of the contract remain unchanged and in full force and effect. Period of Performance: 06/21/2007 to 06/20/2008</p>			(b)(2)	

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00009 09/22/2007
 6. ISSUED BY CODE ICE/CR/COMPLIANC 7. ADMINISTERED BY (If other than Item 6) CODE ICE/CR/COMPLIANC
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Patryk Drozd Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. ACB4C0008
 10B. DATED (SEE ITEM 11) 03/22/2004
 CODE 0941609590000 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule

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

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

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 1 _____ copies to the issuing office.

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

Tax ID Number: 84-0769926
 DUNS Number: 094160959
 The purpose of the modification is to reflect the following:

(1) To replace the existing CLIN structure with a new national rate structure that is separated by supervision phases. CLINs 0001-0008, 1001-1008, 2001-2008, 3001-3008, and 4001-4008 shall be deleted from the basic contract. CLIN 5003 and 5004 are added to the basic contract. The new pricing structure is attached as Attachment A.

(2) To update the Contracting Officer Technical Representatives (COTRs) for each of the below listed geographical location:
 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 CONTRACTOR (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Michael E. Hankerd Corporate Controller Robert Romano
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Michael E. Hankerd 9/22/07 Robert Romano 9/24/07
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACB4C0008/P00009

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NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5003	<p>Note:</p> <p>(1) The previous CLIN structure will stay in effect on all existing task orders until a modification is issued making the update.</p> <p>Period of Performance: 09/22/2007 to 06/20/2008</p> <p>The following COTRs for this contract are assigned by geographical location:</p> <p>HEADQUARTERS - DETENTION & REMOVAL OPERATIONS Judith Sands Immigration and Customs Enforcement 425 I Street, NW Washington, DC 20536 202-616-██████ (w)</p> <p>Debra Garretson Immigration and Customs Enforcement 425 I Street, NW Washington, DC 20536 202-616-██████ (w)</p> <p>Roxann Dzur Immigration and Customs Enforcement 425 I Street, NW Washington, DC 20536 202-732-██████ (w)</p> <p>Discount Terms: Net 30 FOB: Destination Period of Performance: 09/22/2007 to 06/20/2008</p> <p>Provide ISAP services in accordance to the attached statement of work. BI original proposal and updated proposals submitted on Aug. 27, 2007, Aug. 31, 2007, and Sept. 4, 2007 are hereby incorporated by reference. Services shall be provided at the following locations:</p> <ol style="list-style-type: none"> 1) Baltimore, MD 2) Philadelphia, PA 3) Miami, FL 4) St. Paul, MN 5) Denver, CO 6) Kansas City, MO 7) San Francisco, CA <p>Continued ...</p>			(b)(2)	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACB4C0008/P00009

PAGE OF

3

3

NAME OF OFFEROR OR CONTRACTOR

BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5004	<p>8) Portland, OR 9) New York, NY 10) Los Angelis, CA 11) Orlando, FL</p> <p>Work shall be performed and Invoiced in accordance with Attachment A, Updated Pricing Sheet.</p> <p>OPTION YEAR 4 Provide ISAP services in accordance to the attached statement of work. BI original proposal and updated proposals submitted on Aug. 27, 2007, Aug. 31, 2007, and Sept. 4, 2007 are hereby incorporated by reference. Services shall be provided at the following locations:</p> <p>1) Baltimore, MD 2) Philadelphia, PA 3) Miami, FL 4) St. Paul, MN 5) Denver, CO 6) Kansas City, MO 7) San Francisco, CA 8) Portland, OR 9) New York, NY 10) Los Angelis, CA 11) Orlando, FL</p> <p>Work shall be performed and Invoiced in accordance with Attachment A, Updated Pricing Sheet.</p> <p>Period of Performance: 06/21/2008 to 06/20/2009</p> <p>Amount: \$0.00 (Option Line Item) All other terms and conditions of the contract remain unchanged and in full force and effect.</p> <p>ATTACHMENTS: ATTACHMENT A: UPDATED PRICING SHEET.</p>				0.00

ATTACHMENT A: UPDATED PRICING SHEET

Participant Daily Rate¹

Number of Participants²	Phase 1 (Intense)³	Phase 2 (Intermediate)	Phase 3 (Regular)
1-750	\$28.50	\$21.00	\$12.32
751-1500	\$25.65	\$18.90	\$11.20
1501-2250	\$23.09	\$17.01	\$10.18
2251-3000	\$20.78	\$15.31	\$9.25

¹This pricing system is based on a nationwide, per-phase, per-quantity flat rate.

²Only one rate per phase will apply based on the number of participants in each phase on each day.

³The Phase 1 rate excludes electronic monitoring equipment costs which are priced separately in the below table.

Electronic Monitoring Equipment Daily Rate

Telephonic Reporting	Global Positioning Satellite	Radio Frequency	Cell Phone
\$0.93	Active GPS: \$10.34 Passive GPS: \$6.67	\$4.44	\$7.44