

IGSA # DROIGSA-07-0015

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

AND

LASALLE ECONOMIC DEVELOPMENT DISTRICT

This Inter-Governmental Service Agreement ("IGSA" or "Agreement") is entered into between United States Immigration and Customs Enforcement ("ICE") and LaSalle Economic Development District (Service Provider) for the detention and care of aliens ("Detainees").

1. FACILITY LOCATION

The Service Provider shall provide detention and ancillary services for detainees at the

LaSalle Detention Facility ("Facility")
830 Pinehill Road
Jena, LA 71342

2. PERFORMANCE/SUBCONTRACTING AUTHORITY

- A. The Service Provider is required, in units housing ICE Detainees, to perform in accordance with the most current editions of the ICE Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC) (only insofar as same apply to Service Provider's provision of specified services related to detainee health care as set forth herein). Where standards conflict with ICE policy and/or procedure, ICE policy and/or standards shall apply. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards. Service Provider agrees to staff the facility in general accordance with the Staffing Plan set forth in Attachment II, which Plan may be changed only upon written concurrence of the Contracting Officer.
- B. Overall management and operation of the Facility housing ICE detainees shall not be contracted out without the prior express written consent of the Contracting Officer. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. Attached as Attachment II and incorporated by reference into this

Agreement is the Services Contract between **Service Provider** and The GEO Group, Inc. (GEO), which Services Contract has been approved by the Contracting Officer.

All payments will be made to the **Service Provider**. ICE will not accept invoices from, or make payments to a subcontractor.

3. ACCREDITATION

The **Service Provider** shall, within nine (9) months from the date this facility becomes operational, formally apply for accreditation to the American Correctional Association. The **Service Provider** will have eighteen (18) months from commencement of this agreement to become ACA accredited. The **Service Provider** shall provide the Contracting Officer with written proof of such application to ICE within five (5) days of the application. The **Service Provider** shall provide the Contracting Officer with written proof of its accreditation within five (5) days of notification of its accreditation.

4. QUALITY CONTROL

A. The **Service Provider** shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer ("CO"), in consultation with the Contracting Officer's Technical Representative ("COTR") to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS).

The QCP shall:

- (1) Be implemented prior to the start of performance.
 - (2) Provide quality control services that cover the scope of the IGSA and implement proactive actions to prevent non-performance issues.
- B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the CO. The **Service Provider** shall submit a resume of the proposed individual(s) responsible for the QCP to the CO for approval. The **Service Provider** shall not change the individual(s) responsible for the QCP without prior approval of the CO.
- C. The QCP shall include, at a minimum:
- (1) Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.
 - (2) Procedures for written and verbal communication with the Government regarding the performance of the Agreement.

- (3) Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
 - (4) The QCP shall contain procedures for investigation of complaints by **Service Provider** and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the PROVIDER during the term of this Agreement. The PROVIDER shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and CO.
- E. Failure by the PROVIDER to maintain adequate quality control can result in monetary withholdings and/or deductions in accordance with the provisions of the **QUALITY ASSURANCE SURVEILLANCE PLAN** and three attachments thereto, set forth in Attachment 1 to this Agreement.

5. PERIOD OF PERFORMANCE/EFFECTIVE DATE/COMMENCEMENT OF SERVICES/PHASED COMPLETION

- A. This Agreement shall become effective upon the date of final signature by ICE and remain in effect until terminated, in writing, by either party. Either party must provide written notice of intent to terminate the agreement, not less than 120 days in advance of the effective date of formal termination.
- B. Phase 1 of this project, consisting of 416 beds, shall begin approximately 90 days after effective date of this Agreement. Phase 2 of this project, consisting of an additional 744 beds, is expected to begin approximately 270 days after the effective date of this Agreement. See Attachment III for detail regarding Phases 1 and 2.

6. NOTIFICATION AND PUBLIC DISCLOSURES

No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the **Service Provider**, or any of its contractors or subcontractors, without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

7. ORDERS

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

8. **PAYMENT RATES**

- A. In consideration for the **Service Provider's** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **Service Provider** for each detainee accepted and housed by the **Service Provider**. This "detainee day rate" is a per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.
- B. The detainee day rates are \$75.00 for 1 - 416 detainees and \$45.00 for 417 - 1,160 detainees.

Per Diem Rate By Number of Beds

1 - 416 Detainees: \$75.00

417 - 1,160 Detainees: \$45.00

As an example, if the occupancy of the facility for a single day is 916 detainees, **Service Provider** would bill and be paid \$53,700 for such day (416 detainees times \$75.00, plus 500 detainees times \$45.00).

- C. The **Service Provider**, by execution of this agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.

9. **FIRM-FIXED PRICE PER-DIEM RATES AND PRICE ADJUSTMENTS**

- A. Per Diem rates established by this Agreement shall be considered firm-fixed-price.
- B. Performance Periods - For the purpose of price adjustments, the first performance period of this Agreement shall be for a 12-month period after the effective date of the Agreement. All succeeding periods shall begin on the anniversary date of the preceding period.
- C. Basis for Price Adjustment - Either the Government or Service Provider may request a prospective adjustment of the stated Per Diem rates based upon federal cost indexes of labor and operating expenses applicable to the **Service Provider**. The party making the request for a prospective price adjustment shall afford the party of whom the request is made not less than ninety (90) calendar days to respond to such request. Price adjustments are not retroactive. Price adjustment shall not be effective until approved in writing by the Contracting Officer.

10. **MODIFICATIONS AND DISPUTES**

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer and the authorized signatory of the **Service Provider** have approved the modification in writing.
- B. Disputes: The ICE Contracting Officer and the authorized signatory of the **Service Provider** will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the **Service Provider**. In the event a dispute is not able to be resolved between the **Service Provider** and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the **Service Provider** does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The **Service Provider** shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

NOTE: SECTIONS 11-15 BELOW ARE REQUIREMENTS IN ADDITION TO THE ICE DETENTION STANDARDS AND ARE REQUIRED TO BE PERFORMED BY THE PROVIDER AND ITS CONTRACTORS AND SUB-CONTRACTORS.

11. TRANSPORTATION SERVICE

- A. The **Service Provider** shall provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or Contracting Officer. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the **Service Provider** shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or Contracting Officer. However, the primary function of these officers is transportation. On-call duties as identified by the COTR utilizing these officers shall not incur any additional expense to the government.
- B. Upon the Commencement of Services date for Phase 1 of the project (416 beds), the **Service Provider** shall assign four (4) two-person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays, and one (1) two-person team of transportation officers throughout a twenty-four (24) hour period on weekends and Holidays. Beginning with the activation of Phase 2 of the project (1160 total beds), **Service Provider** shall assign one (1) additional two-person team of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays, and two (2) additional two-person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any

shift or period of time in order to meet the needs of ICE transportation requirements. In the event additional officers are required to perform transportation services assigned by the COTR or Contracting Officer beyond those officers required herein, **Service Provider** shall be reimbursed for such additional officers, as well as any additional required vehicle costs, up to the amount approved by the Contracting Officer and authorized by a Task Order against the IGSA.

- C. The **Service Provider** shall furnish a minimum of four (4) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least one of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the **Service Provider** from acquiring additional vehicles as deemed necessary by the **Service Provider** at no cost to the Government. The **Service Provider** shall not allow employees to use their privately owned vehicles to transport detainees. The **Service Provider** shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The **Service Provider** shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
- D. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **Service Provider** shall be reimbursed related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **Service Provider** shall comply with ICE transportation standards related to the number of hours the **Service Provider** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- E. The transportation shall be accomplished in the most economical manner.
- F. The **Service Provider** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those worn by **Service Provider** personnel provided for in the other areas of this agreement.
- G. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- H. The **Service Provider** shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is

ordered released from the hospital, or at the order of the COTR. The **Service Provider** shall then transport the detainee to the detention site.

- I. The COTR may direct the **Service Provider** to transport detainees to unspecified, miscellaneous locations.
- J. When the COTR provides documents to the **Service Provider** concerning the detainee(s) to be transported and/or escorted, the **Service Provider** shall deliver these documents only to the named authorized recipients. The **Service Provider** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- K. The **Service Provider** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

12. **GUARD SERVICES**

- A. The **Service Provider** agrees to provide stationary guard services on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **Service Provider** under their policies, procedure and practices. The **Service Provider** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- B. The **Service Provider** shall be authorized one officer for each such remote post, unless at the direction of the COTR or designated Agency official as additional officers are required.
- C. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the **Service Provider** for actual stationary guard services provided at a negotiated hourly rate of \$16.75.

13. **MEDICAL SERVICES**

- A. The U. S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE pursuant to an agreement between ICE and USPHS. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.
- B. The **Service Provider** shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The **Service Provider** shall coordinate and escort detainees

to the medical clinic for sick call, appointments and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

- C. The **Service Provider** shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees who are unable to read. The detainees shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care, which shall be made routinely available.
- D. The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- E. When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and **Service Provider** shall immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the **Service Provider**.
- F. Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.
- G. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel, is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.
- H. The USPHS shall provide to the **Service Provider** and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the Facility, as necessary, to allow quick access.

14. **DETAINEE TELEPHONE SERVICES**

The **Service Provider** shall arrange for detainee telephone services in accordance with the ICE Detention Standards.

15. **MAINTAIN INSTITUTIONAL EMERGENCY READINESS**

- A. The **Service Provider** shall submit an institutional emergency plan that will be operational prior to the Commencement of Services date. The plan shall be approved by the CO and shall not be modified without approval by the CO.

- B. The **Service Provider** shall have written agreements with appropriate state and local authorities that will allow the **Service Provider** to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the **Service Provider** shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this Agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility if necessary.
- D. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional Facility staff members shall be provided by the **Service Provider**, and maintained in a secure location outside the secure perimeter of the Facility.
- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The **Service Provider** shall reimburse the Government for any and all associated extraordinary expenses incurred in providing such assistance. For purposes of this section, "extraordinary expenses" shall be understood to mean those costs incurred by Government that would not otherwise be incurred if not for the provision of emergency assistance as described herein (e.g., emergency response staff overtime costs, but not the regular wages that would otherwise be paid to such staff).
- F. The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.
- G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Standards regarding Emergency Plans.

- H. The **Service Provider** shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology) intended for use during performance of this Agreement. The CO shall approve the inventory of the equipment to be used during an emergency. The **Service Provider** shall not modify the inventory without prior written approval of the CO, and shall maintain such equipment in good working order at all times, available for use.
- I. The **Service Provider** represents that its subcontractor possesses the appropriate authority under R.S. 15:741 through 743 of the Louisiana Revised Statutes of 1950 to use force as necessary to maintain the security of the institution. The use of force by the **Service Provider's** subcontractor shall at all times be consistent with all applicable policies of ICE Detention Standards regarding Use of Force.

16. RECEIVING AND DISCHARGING DETAINEES

- A. Required Activity: The **Service Provider** shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from ICE. Presentation of U.S. Government identification shall constitute "proper identification." The **Service Provider** shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the **Service Provider** with reasonable notice of receiving and discharging detainees. The **Service Provider** shall ensure positive identification and recording of detainees and ICE officers. The **Service Provider** shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The **Service Provider** shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The **Service Provider** shall contact the COTR or designated ICE official immediately regarding any such requests.
- D. Service Provider Right of Refusal: The **Service Provider** retains the right to refuse acceptance or request removal of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of USPHS. In the case of a detainee already in custody, the **Service Provider** shall notify ICE and request such removal of the detainee from the Facility. The **Service**

Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.

- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the COTR or designated ICE official within two (2) hours of evacuation.

17. BACKGROUND CLEARANCE PROCEDURES

The Service Provider shall process all background investigations in accordance with all applicable ICE background investigation requirements for Service Provider's, and its subcontractor's, employees. ICE will be the final approval authority for all Service Provider staff that work with ICE detainees under the terms of this Agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the Service Provider shall ensure all agreed upon procedures have been satisfactorily completed.

18. ESTABLISH AND MAINTAIN A PROGRAM FOR THE PREVENTION OF SEXUAL ABUSE/ASSAULT

The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainee alike.

19. INSPECTION

- A. The Service Provider shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the Service Provider shall be maintained and made available to the Government during contract performance and for at least three (3) years after termination of the Agreement, unless directed for a longer term by the Contracting Officer.
- B. The Government has the right to inspect and test all services called for by the Agreement, to the extent practicable at all times and places during the term of the Agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- C. If the Government performs inspections or tests on the premises of the Service Provider or a subcontractor, the Service Provider shall furnish, and shall require the Service Provider or subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

- D. If any of the services do not conform to Agreement requirements, the Government may require the **Service Provider** to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by re-performance, the Government may, in accordance with the procedures set forth in Attachment 1, **QUALITY ASSURANCE SURVEILLANCE PLAN** (1) require the **Service Provider** to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed and/or costs incurred by the government as a result of such non-performance, including, but not limited to, costs of re-inspection or costs associated with performance delays.

20. **BILLING PROCEDURE**

- A. Invoices - Monthly invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used. The first monthly billing, if necessary, shall be pro-rated for the number of days in the first partial calendar month and all following monthly billings are for the full calendar months.

- B. Invoices Submission

U.S. Immigration and Customs Enforcement
Karen Townsley
DHS/ICE 1010 East Whatley Road
Oakdale, LA 71463
Office: (318) 335-0713
Cell: (318) 491-9009

- C. Payment - Payments will be made to the **Service Provider** after receipt of a complete invoice, which shall contain date of invoice, the IGSA and (if applicable) task or modification number, a remittance address and telephone contact number. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

21. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

Karen Townsley is the designated Contracting Officer's Technical Representative (COTR) under this Agreement. The COTR shall be designated by the CO in writing to the PROVIDER. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

22. NO EMPLOYMENT OF UNAUTHORIZED ALIENS

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the **Service Provider** shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, ICE detainees shall not be required to perform manual labor.

23. GOVERNMENT FURNISHED PROPERTY

- A. Federal Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the **Service Provider**. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. Service Provider Responsibility: The **Service Provider** shall not remove ICE property from the Facility without the prior written approval of the Contracting Officer. The **Service Provider** shall report any loss or destruction of any Federal Government property immediately to the Contracting Officer.

24. HOLD HARMLESS AND INDEMNIFICATION PROVISIONS

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the **Service Provider** harmless and indemnify the **Service Provider** against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. Federal Government Held Harmless: The **Service Provider** shall save and hold harmless and indemnify federal government agencies, including and not limited to ICE, to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the **Service Provider**, or any employee, subcontractor or agent of the **Service Provider**. In so agreeing, the **Service Provider** does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- C. Defense of Suit: In the event a detainee files suit against the **Service Provider** contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall

request that the U.S. Attorney's Office, as appropriate, move either to have the **Service Provider** dismissed from such suit and to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

- D. ICE Recovery Right: The **Service Provider** shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the **Service Provider** shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

25. FINANCIAL RECORDS

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the **Service Provider** for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of its authorized representatives, shall have the right of access to any books, documents, papers or other records of the **Service Provider** or its sub-contractors that are related to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the **Service Provider** accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the **Service Provider** pursuant to the Debt Collection Improvement Act of 1982, as amended.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the LaSalle Economic Development District and U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer

Name: SUSAN D. ERICKSON

Signature: Susan D. Erickson

Date: 7/24/07

ACCEPTED:

LaSalle Economic Development District

President

Name: Walter E. Dorroh, Jr.

Signature: Walter E. Dorroh, Jr.

Date: July 24 2007

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DI

ICE/Detention Mngt/Detention IGSA's
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

ICE/Detention Mngt/Detention IGSA's
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Susan D. Erickson
Washington DC 20536

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

LASALLE ECONOMIC DEVELOPMENT DISTRICT
PO BOX 1889
JENA LA 713420000

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0015/

10B. DATED (SEE ITEM 11)

CODE 6054656780000

FACILITY CODE

07/24/2007

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) 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.)

DUNS Number: 605465678

The purpose of this modification is to incorporate into the Inter-Governmental Service Agreement (IGSA) number DROIGSA-07-0015 the Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for LaSalle Parish, the changes to the price adjustment procedures and the security requirement for employment screening.

a) The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated into the reference IGSA as per Attachment I to this modification.

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)
Walter E. Dorr, Jr. Pres.	Susan D. Erickson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Walt E. Dorr, Jr.	5/21/08
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
Susan D. Erickson	5/27/08

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR

LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b) The Wage Determination Number 2007-0547, Revision 2, dated 05/06/2008, with adopted wage rates and benefits for LaSalle Parish is hereby incorporated into the referenced IGSA per enclosed Attachment II, to this modification.</p> <p>c) Section 9 - Firm-Fixed Price Per-Diem Rates and Price Adjustments is hereby removed and replaced herein as follows:</p> <p>REMOVE:</p> <p>9. FIRM-FIXED PRICE PER-DIEM RATES AND PRICE ADJUSTMENTS</p> <p>A. Per Diem rates established by this Agreement shall be considered firm-fixed-price.</p> <p>B. Performance Periods - For the purpose of price adjustments, the first performance period of this Agreement shall be for a 12-month period after the effective date of the Agreement. All succeeding periods shall begin on the anniversary date of the preceding period.</p> <p>C. Basis for Price Adjustment : Either the Government or Service Provider may request a prospective adjustment of the stated Per Diem rates based upon federal cost indexes of labor and operating expenses applicable to the Service Provider. The party making the request for a prospective price adjustment shall afford the party of whom the request is made not less than ninety (90) calendar days to respond to such request. Price adjustments are not retroactive. Price adjustment shall not be effective until approved in writing by the Contracting Officer.</p> <p>Replace with:</p> <p>9. DETAINEE DAY RATE and ADJUSTMENT to the DAY RATE</p> <p>A. Detainee Day Rate: In consideration for the Service Providers performance under this Agreement, ICE shall make payment to the Service Provider for each detainee accepted and housed by the Service Provider. This detainee day rate is a per diem rate for the support of one Detainee</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
 LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>per day and shall include the day of arrival but not the day of departure.</p> <p>B. The Service Provider, by execution of this Agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.</p> <p>C. Basis for Price Adjustment: A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service.</p> <p>D. ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Section 8 (B). The Parties may adjust the rate twenty-four (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the detainee day rate as stated in this Agreement will control. (See Section 10)</p> <p>d) Section 17 - Background Clearance Procedures is hereby removed and replaced herein as follows:</p> <p>REMOVE:</p> <p>17. BACKGROUND CLEARANCE PROCEDURES</p> <p>The Service Provider shall process all background investigations in accordance with all applicable ICE background investigation requirements for Service Provider's, and its subcontractor's, employees. ICE will be the final approval authority for all Service Provider staff that work with ICE detainees under the terms of this Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the Service Provider shall ensure all agreed upon procedures have been satisfactorily completed.</p> <p>REPLACE WITH:</p> <p>Section 17. Employment Screening Requirements</p> <p>A. General. The service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.</p> <p>B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:</p> <ol style="list-style-type: none"> 1. Felony convictions 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Felony drug convictions 5. Pattern of arrests, without convictions, that bring into question a person's judgment and reliability to promote efficiency and integrity of the ICE mission. 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision. <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Provider. The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement. The Service Provider shall recertify</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015//P00001

PAGE OF
5 14

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce. The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.</p> <p>C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.</p> <p>e) All other terms and conditions within the referenced IGSA remain the same.</p> <p>POC: Susan Erickson, Contracting Officer b2Low</p>				

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

William W.Gross
DirectorDivision of Wage
DeterminationsU.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 2007-0547

Revision No.: 2

Date of Last Revision: 05/06/2008

State: Louisiana

Area: Louisiana Parish of La Salle

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and La Salle Correctional Facility,
Jena (City of), LA (The GEO Group Inc. (GEO))

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$5.85 per hour, effective July 24, 2007.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate,

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d) (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for

services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k) (1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$14.25
GS-07	\$17.64

Search current rates at <http://www.opm.gov/oca/08tables/>

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by

the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

- Paragraph	OMB control number
(b)(2)(i)--(iv).....	1215-0150
(e).....	1215-0150
(g)(1)(i)--(iv).....	1215-0017
(g)(1)(v), (vi).....	1215-0150
(l)(1), (2).....	1215-0150

(q) (3)

1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at
61 FR 68663, Dec. 30, 1996]

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)

P00004

03/18/2008

See Schedule

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

ICE/Detention Mngt/Detention IGSA
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Detention Mngt/Detention IGSA
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Yolanda Jordan (202) 616-3185
Washington DC 20536

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

LASALLE ECONOMIC DEVELOPMENT DISTRICT
PO BOX 1889
JENA LA 713420000

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-07-0015
HSCEDM-08-F-IG022
10B. DATED (SEE ITEM 11)

10/02/2007

CODE 6054656780000

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

Net Increase:

\$8,537,675.00

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 _____ 0 copies to the issuing office.

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

DUNS Number: 605465678

The purpose of this modification is as follows:

A. To provide funding in the amount of \$8,537,675.00 for continued services of alien detention and guard transportation services.

B. to Add Item 0003, ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY RATE OF \$45.00 PER DAY, PER DETAINEE, (to be used for detainees 417 thru 1,160)
Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
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)

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

Susan D. Erickson
(Signature of Contracting Officer)

3/25/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/HSCEDM-08-F-IG022/P00004

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY DETAINEE RATE OF \$75.00 PER DAY, PER DETAINEE, UP TO 416.</p> <p>ABOVE THIS OCCUPANCY LEVEL, USE THE RATE IN ITEM 0003.</p> <p>The amount of this line item 0001 is increased from \$1,867,200.00 by \$4,681,275.00 to \$6,548,475.00.</p> <p>Incrementally Funded Amount: \$6,548,475.00 Requisition No: OAK08006.2, OAK08006.3</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Discount Terms: [REDACTED] b2Low</p>	1	LO	6,548,475.00	6,548,475.00
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>FY 2008 GUARD/TRANSPORTATION SERVICE. PROVIDE ALL GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES.</p> <p>The amount of this line item 0002 is increased from \$1,053,088.000 by \$50,000.00 to \$1,103,088.00.</p> <p>Incrementally Funded Amount: \$1,103,088.00 Requisition No: OAK08006.1, OAK08006.2, OAK08006.3</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: Continued ...</p>	1	LO	1,103,088.00	1,103,088.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0015/HSCEDM-08-F-IG022/P00004

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$50,000.00 Discount Terms:</p> <p>b2Low</p> <p>Add Item 0003 as follows:</p> <p>ALIEN DETENTION FY 2008 DETENTION AND CARE OF PERSONS DETAINED AT A DAILY RATE OF \$45.00 PER DETAINEE 417 AND ABOVE. (700 BEDS 3/1/08 -9/30/08) JENA EXPANSION Requisition No: OAK08006.3</p> <p>Delivery: 30 Days After Award Accounting Info:</p> <p>b2Low</p> <p>Funded: \$3,806,400.00 Discount Terms:</p> <p>b2Low</p> <p>C. The total amount of this task order is changed from \$2,920,288.00 by \$8,537,675.00 to \$11,457,963.00.</p> <p>D. All other terms and conditions remain unchanged</p>	1	LO	3,806,400.00	<p>Not to EXCEED SE</p> <p>3,806,400.00</p>

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER
OAK08006.4

2. DATE
03-JUL-2008

3. ACTIVITY SYMBOL
See Attachment A

4. TO: NAME AND ADDRESS — PROCUREMENT SECTION (OR STOREROOM)
ICE OFFICE OF ACQUISITION MANAGEMENT (OAQ)
425 I STREET, NW, ROOM 2208
WASHINGTON, DC 20536

b2Low (X)

5. FROM: NAME AND ADDRESS — REQUISITIONER
DEPARTMENT OF HOMELAND SECURITY
ICE/DRO/OAKDALE SUB-OFFICE
1010 EAST WHATLEY ROAD
OAKDALE, LA. 71463
ATTN: MARLENE CLOUD

b2Low

b6

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFG., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
	ALIEN DETENTION FY 2008 DETENTION CARE OF PERSONS DETAINED AT A DAILY RATE OF \$75.00 PER DETAINEE UP TO 416.	1	YR	1,604,748 00	1,604,748 00	

Justification:

FY 2008 MANDATORY HOUSING AND GUARD/TRANSPORTATION OF DETAINEES AT JENA, LA. DETENTION CENTER 10/01/07 THRU 9/30/08. PRY YEAR FNL070013.

Recommended Vendor: 721405752

LASALLE ECONOMIC DEVELOPMENT
3225 N 1ST ST
CCR DATA IN SYSTEM
JENA, LA 71342
Phone b2Low
Contact: WALTER E. DORRAH, JR.

13. SIGNATURE OF APPROVING OFFICIAL

Scott Sutterfield

14. TITLE OF APPROVING OFFICIAL

AFED

24. SIGNATURE OF FUNDING OFFICIAL

CM Cloud
C M CLOUD

25. TITLE OF FUNDING OFFICIAL

Budget Analyst

15.

TOTAL 1,604,748 00

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED	19. PURCHASE ORDER
	DATE NUMBER
18. APPROVED	
<i>Scott Sutterfield</i>	

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE
--------------	----------	---------------	-----------

INSTRUCTIONS

Use

Use Form G-514 - continued on Form G-514.1 -- To requisition materials, supplies, and equipment through the Procurement section of the Regional (or Central) Office; or from a Service-operated Storeroom.

Copies - Distribution

Prepared by requisitioner in an original and two copies, sending original (white) and Copy 1 (pink) to: Procurement Section (or Storeroom), and retaining Copy 2 (green). Procurement Section (or Storeroom) shall, as a rule, pack Copy 1 with shipment, or return it to requisitioner with appropriate advice.

Entries

By requisitioner:

1. Number consecutively, beginning with number one each fiscal year, and prefix with alphabetic location symbol and last two digits of fiscal year (e.g., MIA-58-1, MIA-58-2, MIA-58-3, etc., MIA-59-1, MIA-59-2, MIA-59-3, etc.). Number continuation sheets with numerical suffix (e.g., MIA-58-1.1, MIA-58-1.2, MIA-58-1.3, etc).
2. Enter date of preparation.
3. Enter numerical symbol of activity which will benefit from use of articles.
4. Enter name and address of Procurement section (or Storeroom) (e.g., Procurement Section, Immigration and Naturalization Service, Richmond, VA).
5. Enter full name, title, and address so that shipping label may be prepared without reference to address directory. If consignee is other than requisitioner, enter shipping instructions under Entry 7.
6. Enter form numbers; stock number shown in "Stores Stock Catalog" and "Federal Supply Schedules."
7. Enter full description of article; attach sketches, plans, samples, etc. If consignee is other than requisitioner, enter shipping instructions.
8. Enter issue - unit quantity.
9. Enter unit of issue (e.g., each, doz., C, gross, ream, M; lb., cwt, ton; bag, ball, bbl., bot., box, can, pkg., roll, tube; pt., qt., gal., etc.)
13. Signature of approving official.
14. Enter title of approving official.
24. Signature of funding official.
25. Enter title of funding official.

By Procurement Section (or Storeroom):

10. Enter unit price.
11. Enter product of Entries 8 and 10.
12. Enter symbol of action taken. See Entry 16.
15. Enter total of amounts under Entry 11.
17. Enter date requisition received.
18. Signature of approving officer.
19. Enter, if issued, date and number of purchase order.

By consignee:

20. Enter address - city and state.
21. Enter date shipment received.
22. Signature of employee authorized to accept delivery.
23. Enter title of receiving employee.

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: OAK08006.4

PROJECT	TASK	FUND PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
b2Low						\$1,604,748.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2008	7080540	Salaries and Expenses, Immigration and Customs Enforcement, Border and Transportation Security, Department of Homeland Security	1,604,748.00



U.S. Immigration and Customs Enforcement

Administration

Facsimile Transmission

Date July 3, 2008

To: **ICE OFFICE OF ACQUISITION MANAGEMENT**

Fax: b2Low

From: **MARLENE CLOUD**

b2Low

Fax: b2Low

Urgent Action Concurrence FYI

Number of pages including cover: 4

Comments:

Please find attached amendment OAK08006.4 for LaSalle Economic Development (Jena)

If you have any questions, please give me a call.

Thanks,
Marlene Cloud *MC*
Budget Analyst
ICE/DRO/Oakdale
1010 East Whatley Road
Oakdale, La. 71463

b2Low

b6

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0433
DESTINATION TEL # [redacted] b2Low
DESTINATION ID
ST. TIME 07/03 03:49
TIME USE 01'54
PAGES SENT 4
RESULT OK

U.S. Immigration and Customs Enforcement
1010 East Whatley Road
Oakdale, Louisiana 71463



U.S. Immigration
and Customs
Enforcement

Administration

Facsimile Transmission

Date July 3, 2008

To: ICE OFFICE OF ACQUISITION MANAGEMENT

Fax: [redacted] b2Low

From: MARLENE CLOUD

[redacted] b2Low

Fax: [redacted] b2Low

Urgent Action Concurrence FYI

Number of pages including cover: 4

Comments:

Please find attached amendment OAK08006.4 for LaSalle Economic Development (Jena)

If you have any questions, please give me a call.

Thanks,
Marlene Cloud *MC*
Budget Analyst
ICE/DRO/Oakdale
1010 East Whatley Road
Oakdale, La. 71463

[redacted] b2Low

[redacted] b6

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/02/2007	2. CONTRACT NO. (If any) DROIGSA-07-0015	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG022	4. REQUISITION/REFERENCE NO. OAK08006		

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900		
	c. CITY Washington	d. STATE DC	e. ZIP CODE 20536

7. TO: a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

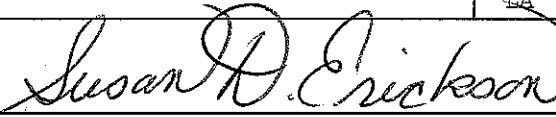
c. STREET ADDRESS BOX 1889	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY JENA	e. STATE LA	f. ZIP CODE 71342-0000
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE ICE Detention & Removal

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED	<input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone	<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
---	--	--	--	---------------------------------

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
--	------------------------------	------------------------	--	--------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Tax ID Number: 72-1057493 DUNS Number: 605465678 ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY DETAINEE RATE OF \$75.00 PER DAY, PER Continued ...		LO	0.00	0.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME Department of Homeland Security			\$0.00
b. STREET ADDRESS (or P.O. Box) Immigration & Customs Enforcement Karen Townsley, b2Low 1010 E. Whatley Road			
c. CITY Oakdale	d. STATE LA	e. ZIP CODE 71463	\$0.00
22. UNITED STATES OF AMERICA BY (Signature) 			17(i) GRAND TOTAL
23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER			

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

10/02/2007

DROIGSA-07-0015

HSCEDM-08-F-IG022

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>DETAINEE, UP TO 416.</p> <p>ABOVE THIS, THE RATE IS \$45.00 PER DAY, PER DETAINEE.</p> <p>Accounting Info:</p> <p style="background-color: black; color: white; text-align: center;">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds)</p>					
0002	<p>FY 2008 GUARD/TRANSPORTATION SERVICE. PROVIDE ALL GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES.</p> <p>Accounting Info:</p> <p style="background-color: black; color: white; text-align: center;">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds)</p> <p>This Task Order is issued against the Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0015 to provide alien male and female detention and guard/transportation services under the authority of the Immigration and Nationality Act, as amended, and in accordance with the IGSA, at the LaSalle Detention Facility, 830 Pinehill Rd. Jena, Louisiana 71342.</p> <p>Availability of Funds -</p> <p>Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the Continued ...</p>		LO	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES
3 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 10/02/2007	CONTRACT NO. DROIGSA-07-0015	ORDER NO. HSCEDM-08-F-IG022
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>DRO PROGRAM POC: Karen Townsley, [REDACTED] b2Low</p> <p>ICE Office of Acquisition Management POC: Peter Macaluso, [REDACTED] b2Low</p> <p>The period of performance is from the date of award not-to-exceed 60 months thereafter.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 10/02/2007		2. CONTRACT NO. (If any) DROIGSA-07-0015		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG022		4. REQUISITION/REFERENCE NO. OAK08006		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS BOX 1889				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY JENA		e. STATE LA	f. ZIP CODE 71342-0000		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE ICE Detention & Removal	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					12. F.O.B. POINT Destination
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)
				16. DISCOUNT TERMS	

b2Low

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	Tax ID Number: 72-1057493 DUNS Number: 605465678 ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY DETAINEE RATE OF \$75.00 PER DAY, PER Continued ...		LO	0.00	0.00	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME Department of Homeland Security						\$0.00
b. STREET ADDRESS (or P.O. Box) Immigration & Customs Enforcement Karen Townsley, b2Low 1010 E. Whatley Road						
c. CITY Oakdale		d. STATE LA	e. ZIP CODE 71463		\$0.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

Susan D. Erickson

23. NAME (Typed)
Susan D. Erickson
TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 10/02/2007	CONTRACT NO. DROIGSA-07-0015	ORDER NO. HSCEDM-08-F-IG022
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>DETAINEE, UP TO 416.</p> <p>ABOVE THIS, THE RATE IS \$45.00 PER DAY, PER DETAINEE.</p> <p>Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds)</p>					
0002	<p>FY 2008 GUARD/TRANSPORTATION SERVICE. PROVIDE ALL GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES.</p> <p>Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds)</p> <p>This Task Order is issued against the Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0015 to provide alien male and female detention and guard/transportation services under the authority of the Immigration and Nationality Act, as amended, and in accordance with the IGSA, at the LaSalle Detention Facility, 830 Pinehill Rd. Jena, Louisiana 71342.</p> <p>Availability of Funds -</p> <p>Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the Continued ...</p>		LO	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES
3 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 10/02/2007	CONTRACT NO. DROIGSA-07-0015	ORDER NO. HSCEDM-08-F-IG022
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>DRO PROGRAM POC: Karen Townsley, b2Low</p> <p>ICE Office of Acquisition Management POC: Peter Macaluso, b2Low</p> <p>The period of performance is from the date of award not-to-exceed 60 months thereafter.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OAK08006.1	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Peter Macaluso, 202-353-8450 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0000605465678	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 HSCEDM-08-F-IG022	10B. DATED (SEE ITEM 11) 10/29/2007

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 Net Increase: \$1,370,288.00

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) Availability of Funds Clause

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: 72-1057493
DUNS Number: 605465678

The purpose of this modification is to add funds to Items 0001 and 0002. The funded amounts indicated in each of these items are not to be exceeded.

Discount Terms:

b2Low

Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
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) J. William Weinberg
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED OCT 30 2007

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/HSCEDM-08-F-IG022/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY DETAINEE RATE OF \$75.00 PER DAY, PER DETAINEE, UP TO 416.</p> <p>ABOVE THIS, THE RATE IS \$45.00 PER DAY, PER DETAINEE.</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$967,200.00</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>	1	LO	967,200.00	967,200.00
0002	<p>FY 2008 GUARD/TRANSPORTATION SERVICE. PROVIDE ALL GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES.</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$403,088.00</p>	1	LO	403,088.00	403,088.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Peter Macaluso, 202-353-8450 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT PO BOX 1889 JENA LA 713420000		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6054656780000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 HSCEDM-08-F-IG022	
		10B. DATED (SEE ITEM 11) 10/02/2007	

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 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 605465678

The purpose of this modification is to correct LEDD's Taxpayer Identification Number in the office's electronic vendor program. This will allow processing of the basic task order as well as the subsequent modification.

There is no change in the funding.

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) Susan D. Erickson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>Susan D. Erickson</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 11/8/07

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 01/04/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Yolanda Jordan (202) 616-3185 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT PO BOX 1889 JENA LA 713420000		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6054656780000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 HSCEDM-08-F-IG022	
		10B. DATED (SEE ITEM 11) 10/02/2007	

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 Net Increase: \$1,550,000.00

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 0 copies to the issuing office.

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

DUNS Number: 605465678

The purpose of this modification is as follows:

A. To provide funding in the amount of \$1,550,000.00 for continued services of alien detention and guard transportation services.

Discount Terms:

b2Low
 Delivery Location Code: ICE/DRO
 ICE Detention & Removal
 Immigration and Customs Enforcement
 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) Susan D. Erickson
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer) <i>Susan D. Erickson</i>
15C. DATE SIGNED	16C. DATE SIGNED 1/8/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/HSCEDM-08-F-IG022/P00003

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>ALIEN DETENTION SERVICES FOR THE HOUSING AND CARE OF PERSONS DETAINED, AT A DAILY DETAINEE RATE OF \$75.00 PER DAY, PER DETAINEE, UP TO 416.</p> <p>ABOVE THIS, THE RATE IS \$45.00 PER DAY, PER DETAINEE.</p> <p>The amount of this line item 0001 is increased from \$967,000.00 by \$900,000.00 to \$1,867,000.00.</p> <p>Fully Funded Obligation Amount \$967,200.00 Requisition No: OAK08006.1, OAK08006.2</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>	1	LO	967,200.00	900,000.00
0002	<p>FY 2008 GUARD/TRANSPORTATION SERVICE. PROVIDE ALL GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES.</p> <p>The amount of this line item 0002 is increased from \$403,088.00 by \$650,000.00 to \$1,053,088.00.</p> <p>Fully Funded Obligation Amount \$403,088.00 Requisition No: OAK08006.1, OAK08006.2</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00</p> <p>Accounting Info: b2Low</p> <p>Funded: \$650,000.00</p> <p>Continued ...</p>	1	LO	403,088.00	650,000.00

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/23/2008	2. CONTRACT NO. (If Any) DROIGSA-07-0015	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG065	4. REQUISITION/REFERENCE NO. DRO-08-RQ1091		

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
c. CITY Washington	d. STATE DC	e. ZIP CODE 20536

7. TO: a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT DISTRICT	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS PO BOX 1889	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY JENA	e. STATE LA	f. ZIP CODE 713420000
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE Detention & Removal

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 605465678 The purpose of this task order is to have a dedicated ICE telephone system installed in the ICE administrative space located at the LaSalle Correctional Facility, Jena, LA. Accounting Info: Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME Dallas Finance Center			\$151,906.50
b. STREET ADDRESS (or P.O. Box) Department of Homeland Security Dallas Finance Center PO Box 560947			17(i) GRAND TOTAL
c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/23/2008

CONTRACT NO.
DROIGSA-07-0015

ORDER NO.
HSCEDM-08-F-IG065

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p align="center">b2Low</p> <p>Period of Performance: 04/23/2008 to 04/22/2009</p> <p>ICE telephone system- The ICE integrated telephone system capable of expansion beyond two hundred (200) users. The ICE offices must have PRI services from the Local Exchange Carrier. The provider must provide all personnel , supervision, equipment, tools material and services necessary to perform the procurement, installation, programing and testing of all equipment and training of the voice communications system in accordance with the Telecommunication System statement of work dated 9/24/2007.</p> <p>The ICE integrated telephone system has a 12 month warranty which will be effective upon final installation.</p> <p>Telephone System \$211,906.50 - \$60,000.00 credit for the rejected telephone system from the award of the referenced IGSA = final cost.\$151,906.50 Product/Service Code: 7520 Product/Service Description: OFFICE DEVICES & ACCESSORIES</p> <p>The total amount of award: \$151,906.50. The obligation for this award is shown in box 17(i).</p>	1	EA	151,906.50	151,906.50	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/25/2008		2. CONTRACT NO. (if any) DRO-07-0028		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-09-F-IG025		4. REQUISITION/REFERENCE NO. OAK09005		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT DISTRICT				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS PO BOX 1889				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY JENA		e. STATE LA	f. ZIP CODE 713420000		
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE ICE Detention & Removal	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS b2Low
a. INSPECTION Destination	b. ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 605465678 Point of Contract: Marlene Cloud b2Low COTR Susan Erickson, Contracting Officer b2Low Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME Dallas Finance Center				\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Direct Invoice Team Attn: FPS PO Box 561387					
	c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356-1387		\$0.00	

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/25/2008	CONTRACT NO. DRO-07-0028	ORDER NO. HSCEDM-09-F-IG025
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Period of Performance: 10/01/2008 to 09/30/2009 Alien Detention Service: For Detention housing and care for persons detained. 416 Beds X 365 days = 14,1840 X \$75.00 = \$11,388,000 (Estimated Cost) Product/Service Code: S206 Product/Service Description: GUARD SERVICES Accounting Info: <div style="background-color: black; color: white; padding: 2px; text-align: center;">b2Low</div> Funded: \$0.00	1	YR	0.00	0.00	
0002	Alien Detention Service: For Detention housing and care for persons detained. 744 Beds X 365 days = 271,560 X \$45.00 = \$12,220,200 (Estimated Cost) 417-1160 (744) (EST. 744 X365X\$45.00=\$12,220,200.00) PR.YR. DOC.#HSCEDM08FIG022 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Accounting Info: <div style="background-color: black; color: white; padding: 2px; text-align: center;">b2Low</div> Funded: \$0.00	1	YR	0.00	0.00	
0003	Guard /Transportation Service : Provides all guard/transportation to transport detainees Estimated Cost \$1,300,000. Product/Service Code: S206 Product/Service Description: GUARD SERVICES Accounting Info: <div style="background-color: black; color: white; padding: 2px; text-align: center;">b2Low</div> Funded: \$0.00 Continued ...	1	YR	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
08/25/2008

CONTRACT NO.
DRO-07-0028

ORDER NO.
HSCEDM-09-F-IG025

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Availability of Funds (Apr 1984) Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))