

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 06/23/2006	2. CONTRACT NO. (if any) DROIGSA-06-0003	6. SHIP TO: a. NAME OF CONSIGNEE Immigration and Customs Enforcement	
3. ORDER NO. HSCBOP06FIG00004	4. REQUISITION/REFERENCE NO. FAO06MS02D0014A		

5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		b. STREET ADDRESS Detention and Removal Operations 801 I Street, NW, Room 800 Attn: John Washington	
c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536

7. TO: a. NAME OF CONTRACTOR WILLACY COUNTY SHERIFFS DEPARTMENT	f. SHIP VIA
---	-------------

b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1371 INDUSTRIAL DRIVE		REFERENCE YOUR: Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY RAYMONDVILLE	e. STATE TX	f. ZIP CODE 785801944	

9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHMENT A	10. REQUISITIONING OFFICE Immigration and Customs Enforcement
--	--

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) 07/23/2006	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)
	Tax ID Number: 74-6001952 DUNS Number: 617559174 This Task Order is issued against the Inter-Governmental Service Agreement (IGSA) No. DROIGSA-06-0003 for the following Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. page)
21. MAIL INVOICE TO:			
a. NAME U.S. DEPT. OF HOMELAND SECURITY			\$3,894,500.00
b. STREET ADDRESS (or P.O. Box) U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800			17(i) GRAND TOTAL
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) VICKI GRANAT TITLE: CONTRACTING/ORDERING OFFICER
--	---

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2005)
Prescribed by GSA/FAR 48 CFR 83.213(a)

**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: 06/23/2006
CONTRACT NO.: DROIGSA-06-0003

ORDER NO.: HSCEOP06FIG00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>services:</p> <p>1. Provide detention services in accordance with the attached IGSA, to include housing, guards, and transportation during the period 06/26/2006 through 09/30/2006 at the Willacy County Detention Facility located at 1800 Industrial Drive, Raymondville, TX 78580.</p> <p>2. Full funding is provided for these services in the amount of \$3,894,500.00.</p> <p>3. The total amount of funding obligated under this Task Order is \$3,894,500.00.</p> <p>4. The DRO Program Office POC is Marcos Reyna [REDACTED] b2Low</p> <p>5. The ICE Office of Acquisition Management POC is Anthony Gomez [REDACTED] b2Low</p> <p>ALL TERMS AND CONDITIONS OF IGSA NO. DROIGSA-06-0003 REMAIN UNCHANGED.</p> <p>Period of Performance: 06/26/2006 to 09/30/2006</p>					
0001	COST OF BEDSPACE AT THE WILLACY COUNTY FACILITY FOR THE PERIOD OF 6/19/2006 - 9/30/2006				3,594,500.00	
0002	COST FOR TRANSPORTATION OF DETAINEES FOR THE PERIOD OF 6/19/2006 - 9/30/2006.				300,000.00	
	Total amount of award: \$3,894,500.00. The obligation for this award is shown in box 17(i).					

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

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT Activity Symbols ATTACHMENT A

REQUISITION NUMBER: FA006MS02D0014A

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
b2Low							\$3,584,588.00
							\$300,000.00

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

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

AND

WILLACY COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Willacy County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (thereafter referred to as "DETAINEES").

FACILITY LOCATION:

The PROVIDER shall provide detention services for detainees at the following location:

WILLACY COUNTY, TEXAS
1800 Industrial Drive
Raymondville, TX 78580

PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of **ICE National Detention Requirements**. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, 100 days in advance of the effective date of formal termination.

A 30-60-90 day ramp period activation schedule is attached herewith.

PAYMENT RATE:

<p style="text-align: center;">Per Diem Rate: \$79.00 (Year 1) Per Diem Rate: \$78.00 (Year 2)</p>
--

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**.

The **PROVIDER** shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.

FIRM-FIXED -PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

1. Per Diem rate established by this agreement shall be considered firm-fixed-price and are not subject to adjustment on the basis of **Willacy County** actual cost experience in providing the service. The per diem rate of **\$79.00** will be in effect for the first 12 months and the per diem rate of **\$78.00** will be in effect for the second 12 months. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
2. Performance Periods - For the purpose of price adjustments, the performance of this Agreement is divided into 24 month periods. The first period shall extend from the effective date of the Agreement forward for twenty-four months. All succeeding periods shall begin on the anniversary date of the preceding period.

3. Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon the cost indexes applicable to labor and operating expenses.

Future adjustments will be over the proceeding 24th month period.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICES:

1. The **PROVIDER** provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the **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 designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The **PROVIDER** shall assign at least five (5) two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the **PROVIDER** shall provide at least three (3) 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
3. The **PROVIDER** shall furnish a minimum of four (4) suitable vehicles in good repair, which have been 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 **PROVIDER** from acquiring additional vehicles as deemed necessary by the **PROVIDER** at no cost to the Government. The **PROVIDER** shall not allow employees to use their privately owned vehicles to transport detainees. The **PROVIDER** shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The **PROVIDER** shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.

4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **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 **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
5. The transportation shall be accomplished in the most economical manner.
6. The **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 **PROVIDER** personnel are provided for in the other areas of this agreement.
7. 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.
8. The **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 **PROVIDER** shall then transport the detainee to the detention site.
9. The COTR may direct the **PROVIDER** to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the **PROVIDER** concerning the detainee(s) to be transported and/or escorted, the **PROVIDER** shall deliver these documents only to the named authorized recipients. The **PROVIDER** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
11. The **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.

GUARD SERVICES:

The **PROVIDER** agrees to provide stationary guard services as requested or required for detainees attending off site court proceedings or who are committed to a medical facility. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **PROVIDER** under their policies, procedure and practices. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at the rate of \$12.00 per hour.

MEDICAL SERVICES:

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. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security shall be posted to the unit 24 hours a day, seven days a week. The contractor 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.

The contractor is responsible for transporting detainees to the hospital and outside medical appointments as needed.

The contractor 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 detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.

The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the contractor.

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.

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 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.

The USPHS shall provide to the contractor 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.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The **PROVIDER** agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with **PROVIDER** policies and procedures.

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.

INSPECTION:

The **PROVIDER** agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

BILLING PROCEDURE:

- (A) Invoices - 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.

- (B) Invoices Submission -
U.S. Immigration and Customs Enforcement
Skyline Center - Bldg. C
N. Stemmons Freeway
Dallas, Texas 75247
(214) 905-8344

- (B) Payment - Payments will be made to the **PROVIDER** after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

ACCEPTED:

U.S. Immigration and Customs Enforcement

XXXXXXXXXXXXXX

Contracting Officer

By:

[Handwritten Signature]

Date:

June 27, 2006

ACCEPTED:

Willacy County, Texas

By:

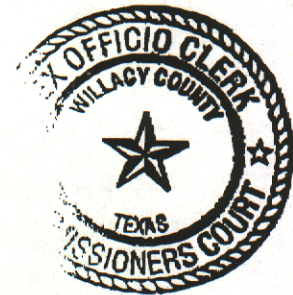
[Handwritten Signature]

Date:

June 19, 2006

CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR): William Oestreich or successor is hereby designated as COTR for this Agreement. 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.

*Attest:
Jerry Flores
County Clerk*



Attachments

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

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 09/28/2007	2. CONTRACT NO. (If any) DROIGSA-06-0003	6. SHIP TO:	
3. ORDER NO. HSCEDM-08-J-00048		a. NAME OF CONSIGNEE ICE Detention & Removal	
4. REQUISITION/REFERENCE NO. DRO-08-RQ1039			

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA 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	e. ZIP CODE 20536
		d. STATE DC	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR WILLACY COUNTY SHERIFFS DEPARTMENT	

b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 1371 INDUSTRIAL DRIVE		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY RAYMONDVILLE		REFERENCE YOUR:	
e. STATE TX	f. ZIP CODE 785801944	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.	
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE ICE Detention & Removal	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<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	Destination	
<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	
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)
	Tax ID Number: 74-6001952 DUNS Number: 617559174 The purpose of this modification is to incrementally fund FY08 contract performance Subject To The Availability of Funds (SAF). When FY08 funds become Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. DEPT. OF HOMELAND SECURITY				\$0.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800				\$0.00		
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536				

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 CONTRACT NO.

09/28/2007 DROIGSA-06-0003

ORDER NO.

HSCEDM-08-J-00048

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>available, a formal modification will be executed for the incremental funded amount.</p> <p>Availability of Funds: 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>Contact Information:</p> <p>Program POC: M. J. BATES, 202-732-7416 Contracting Officer: Susan Erickson, b2Low Contracts Specialist: Stephanie Baker, b2Low</p> <p>Admin Office: US Dept of Homeland Security Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington, DC 20536</p> <p>Accounting Info: b2Low</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p>					
0001	<p>BED COST ESTIMATE: 2,000 BEDS X 366 DAYS X \$78.00 = \$57,096,000.00. TRANSPORTATION COST ESTIMATE: \$300,000.00. TOTAL COST ESTIMATE: \$57,396,000.00</p> <p>Accounting Info: b2Low</p> <p>Continued ...</p>		EA	0.00	0.00	

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

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

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/28/2007

DROIGSA-06-0003

HSCEDM-08-J-00048

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>\$0.00 (Subject to Availability of Funds)</p> <p>All other terms and conditions of the IAA (DROIGSA-06-0003) remain the same.</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))

INTER-GOVERNMENTAL SERVICE AGREEMENT

BETWEEN THE

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

AND

WILLACY COUNTY, TEXAS

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The **PROVIDER** shall provide detention services for detainees at the following location:

WILLACY COUNTY, TEXAS

PERFORMANCE:

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A 30-60-90 day ramp period activation schedule is attached herewith.

RECEIVED
OFFICE OF
ACQUISITION MANAGEMENT
2006 JUN 21 PM 12:34

PAYMENT RATE:

Per Diem Rate: \$79.00 (Year 1)
Per Diem Rate: \$78.00 (Year 2)

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- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.

FIRM-FIXED -PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

1. Per Diem rate established by this agreement shall be considered firm-fixed-price and are not subject to adjustment on the basis of **Willacy County** actual cost experience in providing the service. The per diem rate of **\$79.00** will be in effect for the first 12 months and the per diem rate of **\$78.00** will be in effect for the second 12 months. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. The Local Government may bill for the day of arrival, but not for the day of departure.
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will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

5. The transportation shall be accomplished in the most economical manner.
6. The **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 **PROVIDER** personnel are provided for in the other areas of this agreement.
7. 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.
8. The **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 **PROVIDER** shall then transport the detainee to the detention site.
9. The COTR may direct the **PROVIDER** to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the **PROVIDER** concerning the detainee(s) to be transported and/or escorted, the **PROVIDER** shall deliver these documents only to the named authorized recipients. The **PROVIDER** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
11. The **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.

GUARD SERVICES:

The **PROVIDER** agrees to provide stationary guard services as requested or required for detainees attending off site court proceedings or who are committed to a medical facility. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **PROVIDER**

under their policies, procedure and practices. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at the rate of **\$12.00** per hour.

MEDICAL SERVICES:

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. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security shall be posted to the unit 24 hours a day, seven days a week. The contractor 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.

The contractor is responsible for transporting detainees to the hospital and outside medical appointments as needed.

The contractor 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 detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.

The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the contractor.

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.

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 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.

The USPHS shall provide to the contractor 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.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The **PROVIDER** agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with **PROVIDER** policies and procedures.

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.

INSPECTION:

The **PROVIDER** agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

BILLING PROCEDURE:

(A) Invoices - 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.

(B) Invoices Submission -
U.S. Immigration and Customs Enforcement
Skyline Center - Bldg. C
N. Stemmons Freeway
Dallas, Texas 75247
(214) 905-8344

(B) Payment - Payments will be made to the **PROVIDER** after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the County of Willacy, Texas and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement Willacy County, Texas

XXXXXXXXXXXXX
Contracting Officer

By: *[Signature]*

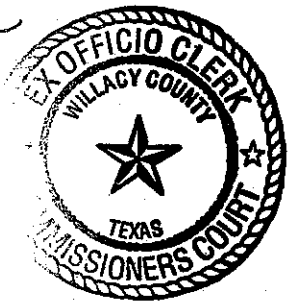
By: *[Signature]*

Date: *June 27, 2006*

Date: *June 19, 2006*

CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR): William Oestreich or successor is hereby designated as COTR for this Agreement. 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.

Attest:
Jerry Flores
County Clerk



Attachments

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

Summarize the functional areas; and

Specify the maximum percentage of total reduction in agreement price attributable to each requirement.

Administration and Management – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled

Reduction: 20%

Functional Areas

**Policy Development and Monitoring
Internal Inspections and/or Reviews
Detainee Records
Admission and Orientation
Personal Property and Monies
Detainee Release
Accommodations for the Disabled
Policy On Staffing
Quality Control**

Security and Control – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline

Reduction: 25%

Functional Areas	Post Orders Permanent Logs Security Features Security Inspections and/or reviews Control of Contraband Detainee Searches Detainee Accountability and Supervision Use of Force Non-routine Use of Restraints Tool & Equipment Control Weapons Control Detainee Discipline Supervision for Special Housing Contingency/Emergency Plan
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Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees

Reduction: 15%

Functional Areas	Sanitation Requirements Ensure Meals are Varied Special Diets
-------------------------	--

Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%

Functional Areas	Staff-Detainee Communication Diversity Training Detainee Grievances
-------------------------	--

Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding

Reduction: 10%

Functional Areas	Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Clothing and Bedding
-------------------------	--

	Personal Hygiene/Well-being Physical Facility and Equipment
Services and Programs – addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence	
Reduction: <u>15%</u>	
Functional Areas	Classification, Review, and Housing Religious Practices Volunteer Work Assignments Work Assignments and Security Exercise and Out-of-Cell Opportunities Legal Materials Legal Representation Telephone Access Visitation Privileges Detainee Mail and Correspondence

Workforce Integrity – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct	
Reduction: <u>5%</u>	
Functional Areas	Staff Background and Reference Checks Staff Training, Licensing, and Credentialing Staff Misconduct
Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability	
Reduction: <u>5%</u>	
Functional Areas	Discrimination Prevention

FEDERAL GOVERNMENT QUALITY ASSURANCE.

The Government’s Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels.

Each phase of the services rendered under this agreement are subject to inspection both during the providers operations and after completion of the tasks.

When the provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the provider.

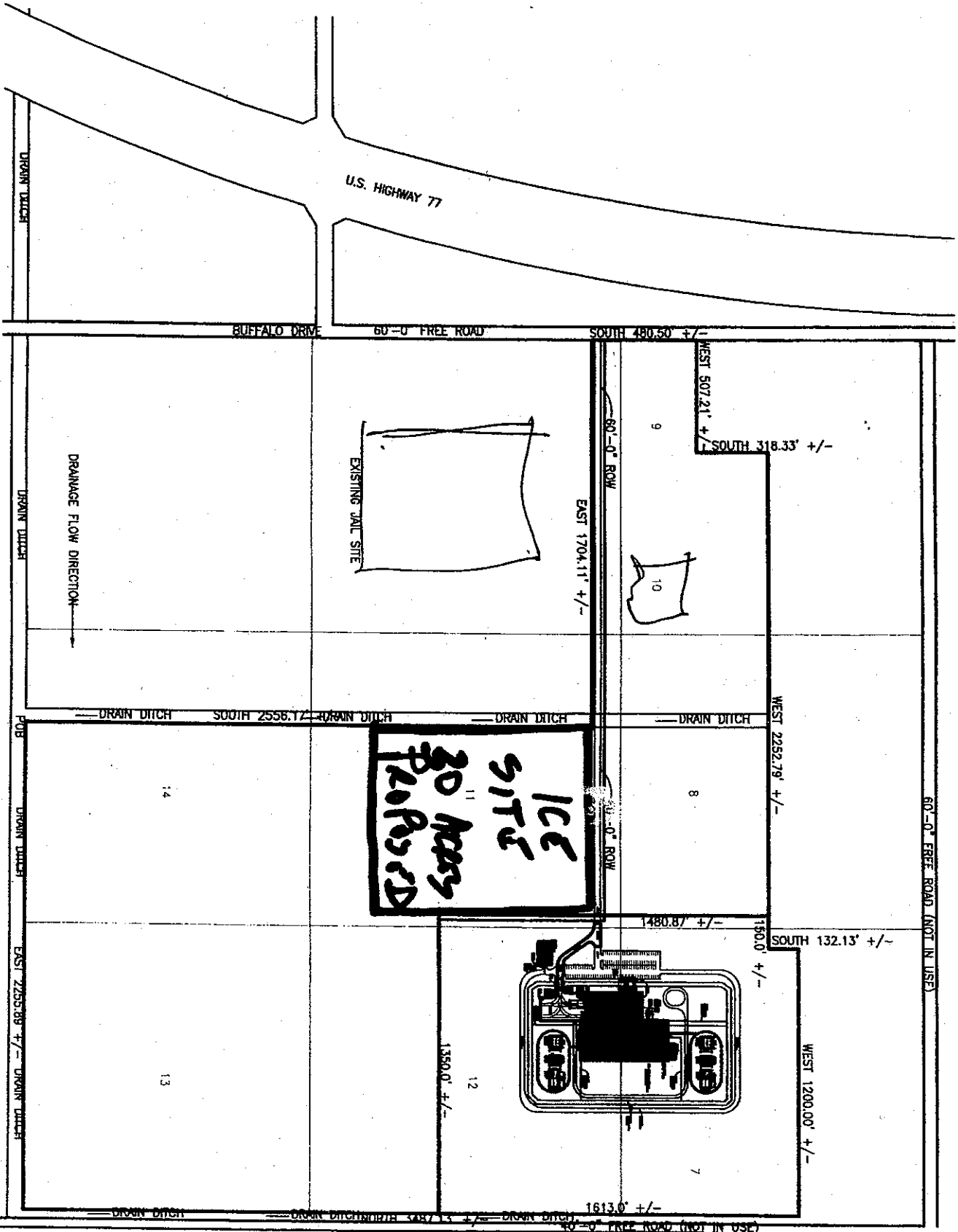
The COTR may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

20

20



U.S. HIGHWAY 77

BUFFALO DRIVE

60'-0" FREE ROAD

SOUTH 480.50 +/-

WEST 507.21' +/-

SOUTH 318.33' +/-

EXISTING JAIL SITE

EAST 1704.11' +/-

DRAINAGE FLOW DIRECTION

DRAIN DITCH

SOUTH 2556.17' +/-

DRAIN DITCH

DRAIN DITCH

DRAIN DITCH

WEST 2292.79' +/-

ICE SITE
30 Acres
Proposed

8

1480.87' +/-

150.0 +/-

SOUTH 132.13' +/-

WEST 1200.00' +/-

12

1380.0 +/-

7

1613.0 +/-

60'-0" FREE ROAD (NOT IN USE)

60'-0" FREE ROAD (NOT IN USE)

DRAIN DITCH

DRAIN DITCH

DRAIN DITCH

DRAIN DITCH

EAST 2265.88 +/-

DRAIN DITCH

DRAIN DITCH

DRAIN DITCH

access and buses will come into a fully enclosed sallyport in order to drop off inmates and be able to pull through the sally port and turn around. Also please see attached preliminary site plan for further information.

- 4) All utilities are currently available at the front property line to accommodate the initial 500 beds, however the County will upgrade sewer pipe sizes and pumps, which will be complete within the 90-day schedule. All utilities will be tied directly into City provided systems.

II. Building Structures

- 1) The structures on-site will be 10 sprung structures for all housing areas subdivided with drywall partitions with toilets, showers, and lavatories in each area. Each area will also have a separate multipurpose room. The support building will be a single pre-engineered structure. All interior partitions will be sheetrock construction with acoustical laying ceiling tiles. In general any office support areas will be open spaces utilizing cubicle type partitions for work areas.
- 2) The building slab for all buildings will be concrete with the foundation under the sprung structures to be approximately a 12-inch by 12-inch concrete grade beam. The foundation under the support building will be drilled piers with a perimeter concrete grade beam also. All buildings will ultimately be placed on a permanent slab and foundation.
- 3) All buildings will have air conditioning and heating. This will be accomplished through the use of ground mounted package units placed on the exterior of the housing structures ducted in through the external wall and distributed throughout the interior of the structures. The air conditioning at the support building will be accomplished through DX split systems with each department having its own zone. All IT rooms will have adequate temperature and humidity controls to allow the equipment to operate properly.
- 4) There will be approximately 15 security cameras placed at strategic locations throughout the facility for video monitoring. These cameras will report back to a monitoring station and will have recording capabilities. There will also be a security perimeter established inside of the support building. Any door penetrating the security perimeter will have a safety vestibule and security hardware on each door along the security perimeter. All other doors in the facility will be metal doors with metal frames and commercial grade hardware. Each housing building will have a separate enclosed observation room. There will also be metal bunks and tables securely anchored to the floor slab.
- 5) The floors inside the housing units will be sealed concrete. The ceiling in these units will be open structure with exposed air conditioning ducts and high-bay lighting. The exterior of these buildings are a waterproof membrane provided as an integral part of the sprung structure. They will be tan in color. The support building external walls and roof will

be a gavelum metal wall panel. The floors in the intake, processing and food service areas will be sealed concrete with walls being painted sheetrock. The floors in the EOIR and administrative offices will be a combination of VCT and carpeting where appropriate. Again all partitions separating each of these areas will be sheetrock partitions. All sheetrock partitions will have a painted finish. The security perimeter wall in the support building will be a full height security gypsum wall with no penetrations through this wall other than door openings with safety vestibules.

III. Communications, Computers and Cabling

- 1) All cabling will be coordinated and installed by the County in accordance with ICE requirements.
- 2) All phones, phone equipment and cabling for phones will be provided by the County in accordance with ICE requirements.
- 3) We will provide 4 IT rooms which will have adequate cooling and humidity control. One each for EOIR, PHS, ICE, and contractor.
- 4) Cabling and data lines will be installed by the County to accommodate ICE requirements for the processing area, PHS and all support office space. ICE will be responsible for providing the computers, printers, and copiers for their office area.
- 5) ICE will also provide V-TELL equipment and circuits. The County will coordinate bringing in the phone lines to serve all phone and data systems and ensure that all buildings for these systems will go directly to the Federal government.
- 6) ICE will order wide area of circuit for data for ICE and ensure the building is directed to the Federal government.
- 7) During the entire project ICE will provide a technical communication staff to help coordinate and clarify all aspects of the communications, computers, and cabling systems.

IV. Furniture, Fixtures, and Equipment

- 1) All security bunks and tables will be provided by the County as well as mattresses for the bunks.
- 2) All office and support area desks, chairs, and cubicles will be provided by the County.

V. Building and Security Entrances

- 1) There will be a separate bus sallyport which will have a sliding gate and will be fully enclosed. This sallyport will be designed to accommodate 2 buses at any given time. There will be public entrance into the support building and 2 separate entrances into EOIR area.
- 2) The perimeter fence will be 12 foot in height and consist of 2 rows of fencing with one row of razor ribbon wire on top of each fence. These fences will be spaced 20 feet apart. There will also be 6 rows of razor ribbon wire in between these 2 fences. The internal fence will have an

18-inch deep concrete rat wall barrier below ground. The perimeter fence will have security camera spaced around the entire perimeter for visual observation and these cameras will report back to a monitor with recording capabilities.

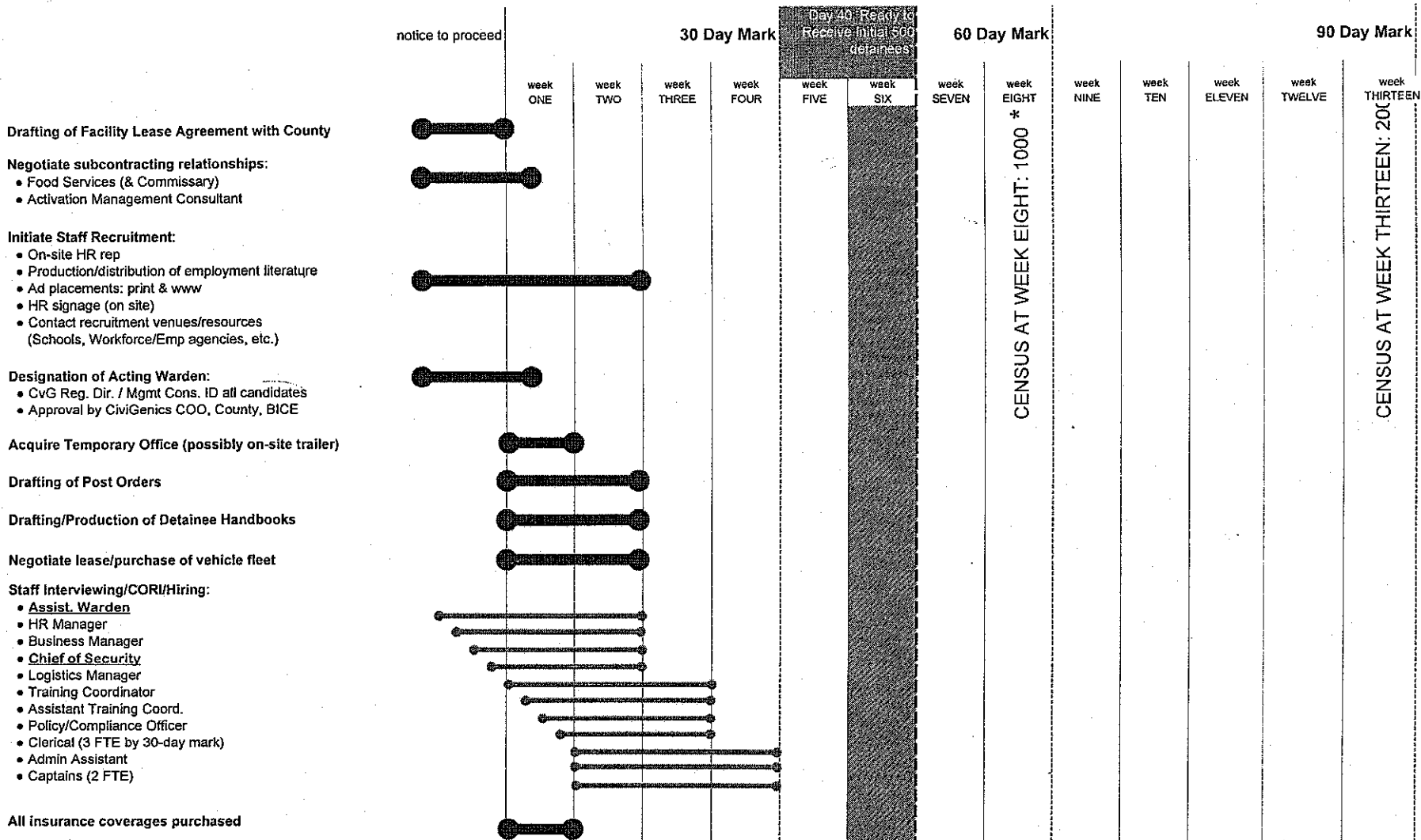
- 3) There will be a separate fully enclosed recreation area adjacent to each housing area. These areas will be totally surrounded by a 12-foot fence with one roll of razor ribbon wire on top and a man gate entrance.

VI. Project Schedule:

- 1) The following is a breakdown of completed buildings over the 90-day construction time-line.
 - i. Day 40 – Four Sprung structures erected with 500-bed capacity. One of these Sprung structures will be used to house the temporary support functions such as administration, food service, and PHS. The EOIR function will be housed in two mobile units and these will be set in place and ready for use by this day. A single perimeter fence will be erected around these first four housing units for security and containment purposes. There will also be a fully fenced vehicular sallyport to serve the intake process. The parking lot will be of all weather road base material. All permanent power and utilities will be connected.
 - ii. Day 60 – Two additional Sprung structures will be placed into full operation. All temporary support features as discussed above will remain in use through this date.
 - iii. Day 90 – Total project constructed inclusive of permanent support building and remaining Sprung structures for a total bed count of 2000. Double perimeter fence will be complete and parking lot will have asphalt surface in place. On this day the temporary EOIR buildings will be removed from project site.
 - iv. Day 120 – All punch list items will be complete and construction activities will be completely demobilized.
- 2) Please see attached operation schedule for operational implementation and detainee move in.
- 3) The critical path for the first phase of this project (500-beds operational) is in the housing units, however the critical path of the total project is in the support structure. As a result the project will be broken down into 3 components. The first component will be the Sprung housing structures and all associated partitions and MEP systems. The second component will be the support building and all of its associated build-outs and with the 3rd component being all the site-work, utilities, and perimeter fencing work associated with these three project components will begin on Day 1 and all run concurrently.



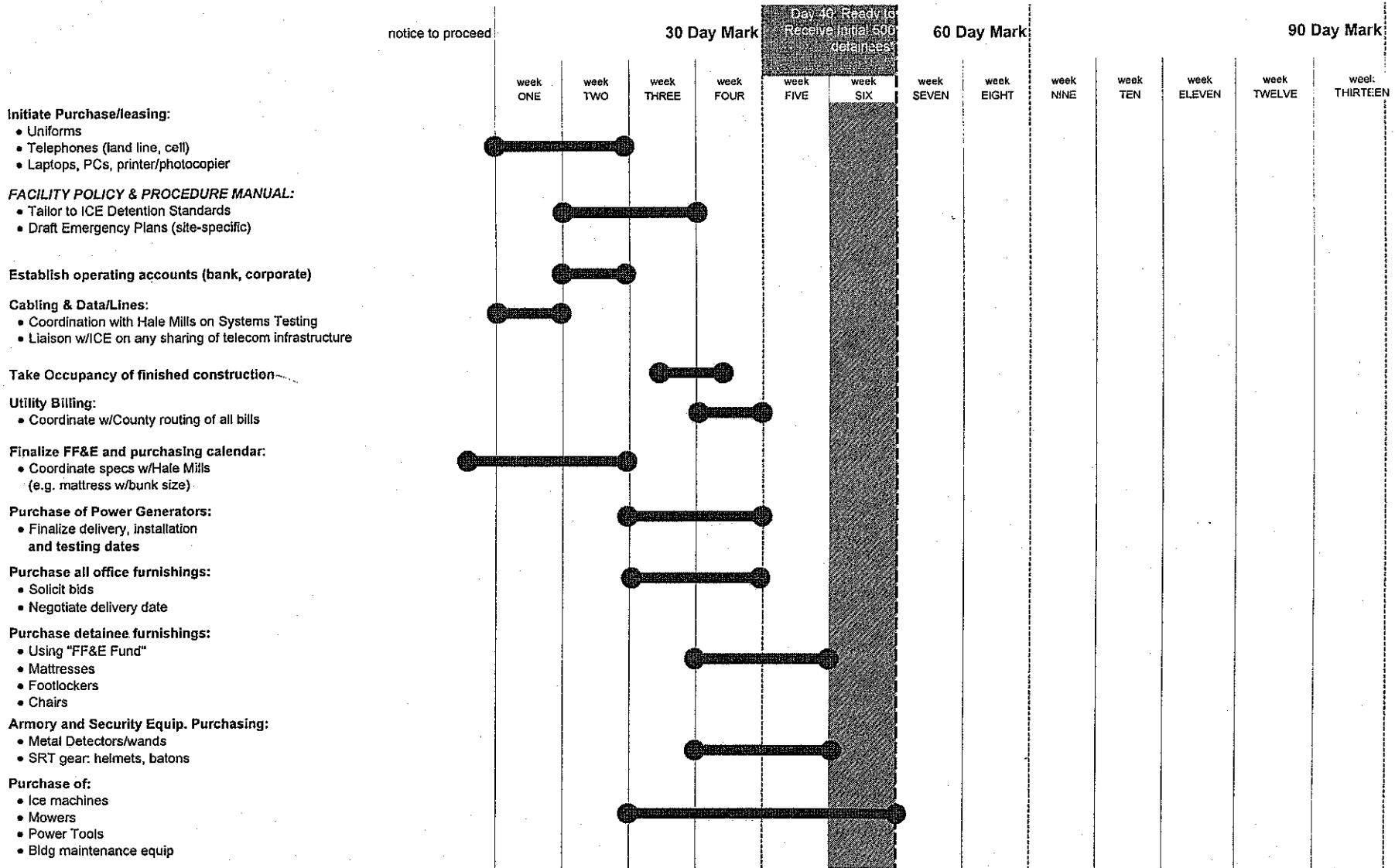
WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule



*This is dependent on Completion of Housing Unit Construction



WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule



*This is dependent on Completion of Housing Unit Construction



WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule

Hiring Facility Warden:

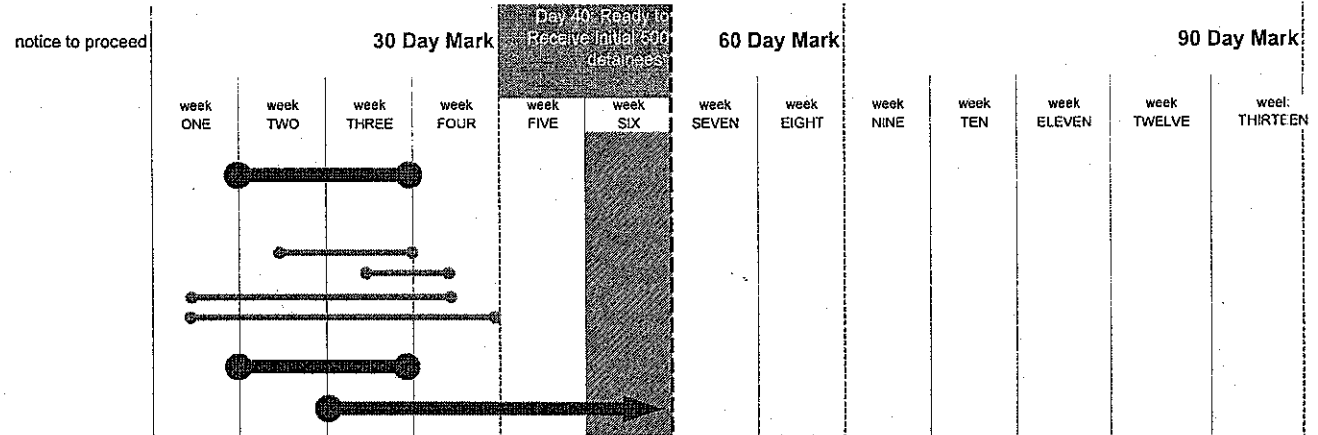
- CvG COO / Acting Warden ID all candidates
- Approval by BICE, County, CiviGenics CEO

Staff Interviewing/CORt for PHASE 1 Hiring:

- Trans. Coordinator
- Assistant Trans. Coord.
- LIEUTENANTS (3 FTE)
- SERGEANTS (6 FTE)

Initial Scheduling of Inmate Intake/Transport

40 Pre-Service Training Initiated & Ongoing



*This is dependent on Completion of Housing Unit Construction



WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule

Ongoing Detention Officer Recruitment:

- Weekly progress summaries to Corporate/BICE
- Corporate HR presence on-site if needed
- Continued/expanded ad placements
- Coord. recruitment w/local resources (Job fairs in Willacy & nearby counties)

Complete detainee purchases for 2000 ADP:

- Linens & Towels
- Clothing
- Mattresses

Finalize Annual Training Plan

Finalize:

- Post Orders
- Emergency Plans
- Facility Policy and Procedures
- Facility Lease Agreement

Staff Interviewing/CORI for PHASE 1 Hiring::

- Clerical (general) (3FTE)
- Booking/Intake Clerk (2 FTE)
- Maintenance Supervisor
- Detention Officers (37 FTE)
- Transport Officers (40 FTE)
- Grievance Officers (2 FTE)
- additional LIEUTENANTS (4 FTE)
- additional SERGEANTS (6 FTE)

40 Pre-Service Training Continues

Preventive Maintenance Plan:

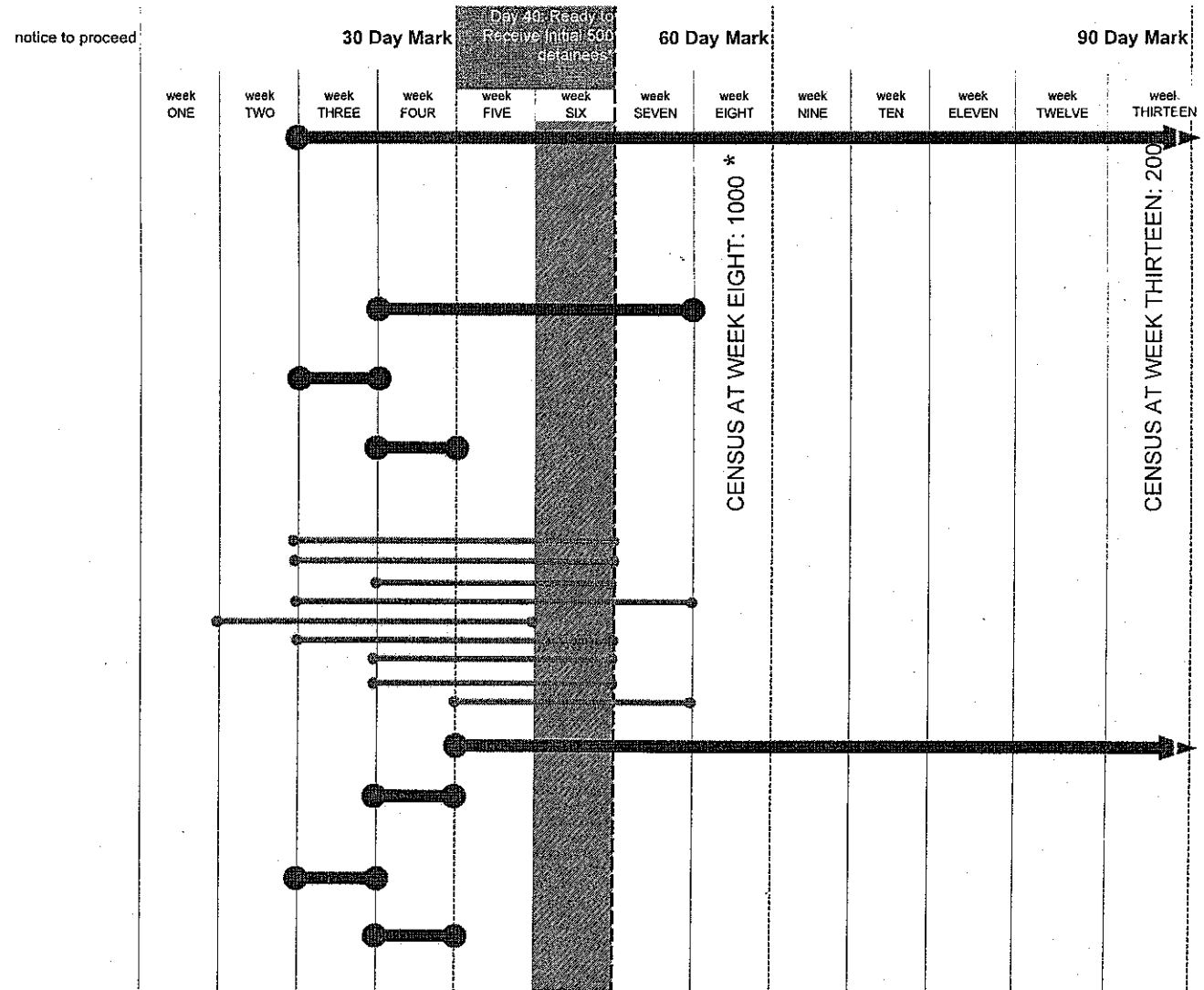
- Purchase any associated software
- Submit for County Approval

Coordinate with USPHS Personnel

- Site visits, sick call routines, etc

Review Ongoing construction plans w/Hale Mills

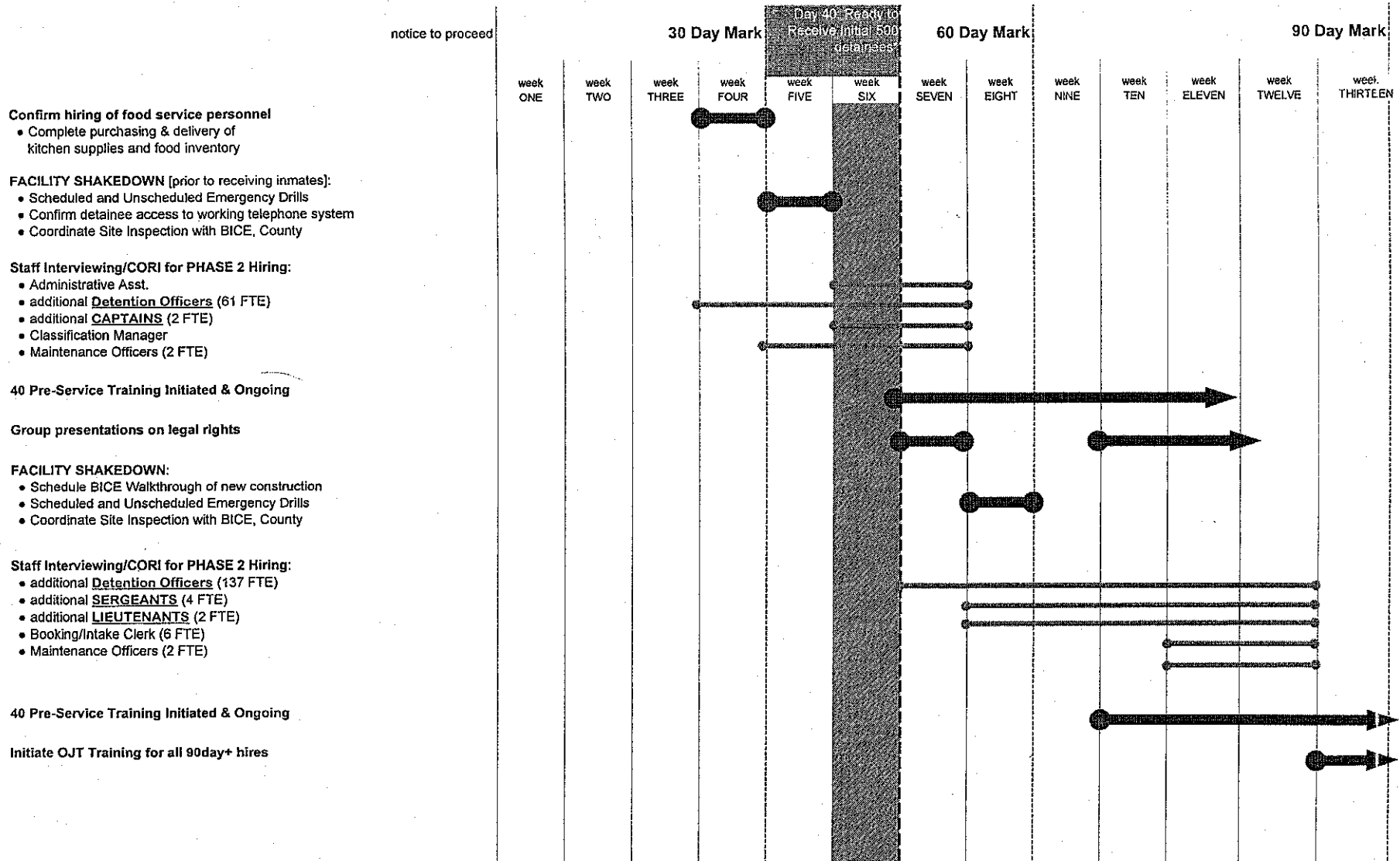
- Assure no detainee access to ongoing work-site
- Assure unimpeded access to dining/medical/reception



*This is dependent on Completion of Housing Unit Construction



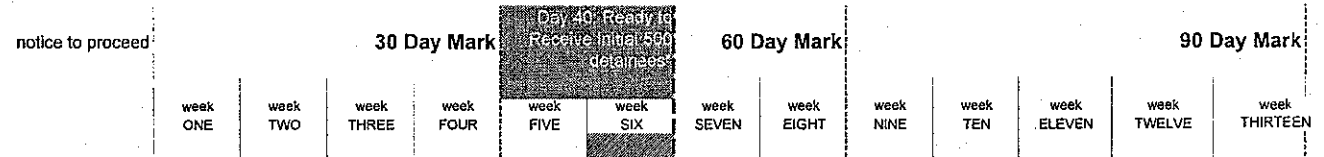
WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule



*This is dependent on Completion of Housing Unit Construction



WILLACY COUNTY DETENTION (BICE) Operations 30-60-90 day ramp period activation schedule



*This is dependent on Completion of Housing Unit Construction

CiviGenics will develop site-specific training plans based on a standardized jail and detention personnel Training Program that is outlined on the following pages.

This Program consists of these principal components:

- 16-Hour Orientation Training for clerical staff.
- 40-Hour Officer Orientation Training for new security personnel
- On-the-Job Officer Training
(this can be up to 120 hours for 1st-year Officers with no security experience)
- 8-Hour Supervisor Training
- Specialized Training (SRT)

40-Hour Orientation Training for ALL new staff is as follows:

<u>Training Topic</u>	<u>Length of class</u>
○ Purpose of the facility	2 hrs
○ Goals of the facility	2 hrs
○ Policies and procedures	5 hrs
○ Policies of the Parent Agency	1 hrs
○ Security and Contraband	10 hrs
○ Key Control	2 hrs
○ Appropriate Conduct with Inmates	2 hrs
○ Responsibilities & Rights of Employees	2 hrs
○ Universal Precautions	2 hrs
○ Occupational Exposure	2 hrs
○ Personal Protective Equipment	2 hrs
○ Biohazardous Waste Disposal	2 hrs
○ Overview of the Correctional Field	6 hrs

Officer Orientation and OJT Training is delivered in separate modules or “blocks” that are typically scheduled as shown on the following page. Detailed summaries of each block are also shown.

Standard Officer Orientation

Monday:

Time	#Hrs	Req. Hrs	Block	Subject	Instructor
0800-0830	1	1	1	Human Resources	Human Resources Staff
0830-0930	1	1	2	Discretionary Block	Warden/Asst./ Warden
0930-1030	1	1	3	Unit/Facility Orientation	Training staff
1030-1100	.5	.5	4	Offender Programs	Training staff
1100-1200	1	1	5	Fire and Safety Program	Fire and Safety officer
1200-1300	1	1	XXX	LUNCH	N/A
1300-1400	.5	.5	6	Facility Upkeep Inspection	Fire and Safety officer
1400-1500	1	1	7	CPR/CID	Medical staff
1500-1600	1	1	8	Verbal Intervention	Training staff
1600-1700	1	1	10	Classification/Count room	Classification staff

8 hours total

Tuesday:

0800-1200	4	4	9	Use of Force	Use of Force coordinator
1200-1300	1	1	XXX	LUNCH	N/A
1300-1400	1	1	11	Emergency Plans and Procedures	Warden/Asst. Warden
1400-1430	.5	.5	12	Investigations	Training staff
1430-1530	1	1	13	Radio Communications	Training staff
1530-1630	1	1	14	Security Threat Group	Training staff
1630-1700	.5	.5	15	Food/Laundry services	Training staff

8 hours total

Wednesday:

0800-1200	4	4	16	Firearms Training	Weapons Instructor
1200-1300	1	1	XXX	LUNCH	N/A
1300-1400	1	1	17	Transportation	Training staff
1400-1500	1	1	18	Visitation	Training staff
1500-1600	1	1	19	Key and Tool Control	Training staff
1600-1700	1	1	20	Defense Tactics	Defense Tactics Instructor

8 hours total

Thursday:

0545-0945	4	4	21	Cellblock/Dormitory	Report to shift turnout
0945-1345	4	4	22	Administrative Segregation	Report to shift turnout

8 hours total

Friday:

0800-1200	4	4	23	Practical Applications	Training staff
1200-1300	1	1	XXX	LUNCH	N/A
1300-1700	4	4	24	Mentor Observation	FTO (SGT.)

8 hours total

These units will be subject to revision, based on detainee characteristics (see Activation Timeline).

Training Block Detail : Orientation & OJT

<p>Block 1: 1 hour HUMAN RESOURCES</p> <p>Resources: Human Resource Staff</p> <p>Knowledge: New Employee Orientation Program Employee General Rules/Disciplinary and Grievance Overview Employee Assistance Program Unit/Facility Staff Support Program Employee Benefits Return To Work Program</p>	<p>Block 2: 1 hour HUMAN RESOURCES — Discretionary Block</p> <p>Resources: Unit Warden, Asst. Warden Chief of Security</p> <p>Knowledge: Employee Offender Relationships EEO Issues/Sexual Harassment Policies Standards of Expectancy</p>
<p>Block 3: 1 hour UNIT/FACILITY ORIENTATION</p> <p>Resources: Training Officer</p> <p>Knowledge: Unit/Facility Size and Type Tour of Entire Unit/Facility Unit/Facility Dress Code Post Orders-Types, and Locations Introduction of Key Supervisory Staff Emergency Contact Information Building Schedule Employee Uniform Issue Emergency plans (location)</p>	<p>Block 4: 30 minutes OFFENDER PROGRAMS</p> <p>Resources: Training Officer</p> <p>Knowledge: Chaplaincy Programs Other Appropriate Unit/Facility Programs</p>

Training Block Detail : Orientation & OJT

<p>Block 5: 1 hour FIRE AND SAFETY PROGRAM</p> <p>Resources: Unit Safety Officer</p> <p>Employee Safety Responsibilities Safety Training Programs (Staff and Offenders) Hazardous Reporting Procedures Accident and Injury Reporting Procedures Initial Hazardous Communication/Chemical Control Types of Fires Fire Suppression Equipment (type and use) Fire Hazards (AD-10.20) Fire Drills. Location of Fire Exits Emergency Evacuation Procedures Bomb Threat Procedures Location of Personal Protective Equipment Spill Kits First Aid Kits. SCBA use and location</p>	<p>Block 6: 30 minutes FACILITY UPKEEP INSPECTION LOG</p> <p>Resources:</p> <p>Identifying and Reporting Facility Maintenance Requirements consistent with the current Cleanliness Identification of Security Related Deficiencies Identification of General Maintenance and Safety Deficiencies</p>
<p>Block 7: 1 hour CPR/CID</p> <p>Resources: Staff or Designee</p> <p>Knowledge: Infection Control Universal Precautions Occupational Exposure Reporting Offender Access to Healthcare Procedures Heat-Related Precautions; Heat Exhaustion and Heat Stroke Mental Health Issues Suicide Prevention/Procedures</p>	<p>Block 8: 1 hour VERBAL INTERVENTION</p> <p>Resources: Training Officer</p> <p>Knowledge: Proxemics Prevention of Staff Injuries Due to Offender Aggression Defusing Techniques</p>
<p>Block 9: 4 hours USE OF FORCE</p> <p>Resources: Use of Force Coordinator</p> <p>Knowledge: Use of Force Documentation/Use-of Force Packets Use of Force Reporting Time Limits Report Writing Location and Operation of Video Cameras Forced Cell Moves Use of Force Equipment Carry on Person (COP) Chemical Agents Identification of Chemical Agents Control and Administration of Chemical Agents Decontamination Procedures</p>	<p>Block 10: 1 hour CLASSIFICATION/COUNT ROOM</p> <p>Resources: Classification Officer</p> <p>Knowledge: Unit/Facility Classification Procedures (i.e. Unit Classification Committee, Administrative Segregation Committee) Custody Levels of Offenders, Housing Areas Special Needs Offenders Time Earning Levels and Status Offender Disciplinary Procedures Support Service Offenders Role of Count Room Tracking Procedures Offender Housing/Job Change Procedures Offender Lay-Ins</p>

Training Block Detail : Orientation & OJT

<p>Block 11: 1 hour EMERGENCY PLANS AND PROCEDURES</p> <p>Resources: Warden / Asst. Warden</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Unit/Facility Riot Plan Unit/Facility Hostage Plan Unit/Facility Escape Plan Unit/Facility Disaster Plan Unit/Facility Recall Procedures Location of Emergency Keys and Equipment Power Failures Lockdown Security Procedures/Daily Activity Log Emergency Checklist Post Major Emergency Procedures 	<p>Block 12: 30 minutes INVESTIGATIONS</p> <p>Resources: Warden / Asst. Warden</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Employee Responsibilities Misconduct Consequences Reporting/Cooperating Responsibilities Identification of Dangerous Contraband Prosecution Issues Evidence Seizure and Handling Crime Scene Preservation/First Responder
<p>Block 13: 1 hour RADIO COMMUNICATIONS</p> <p>Resources: Training Officer</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Radio Etiquette Unit/Facility Emergency Communications Procedures Unit/Facility Radio Codes Equipment Accountability and Handling Radio Picket/Radio Procedures Basic Transportation/Escort Communication Procedures Unit/Facility Frequency Channel /Station ID 	<p>Block 14: 1 hour SECURITY THREAT GROUPS</p> <p>Resources: Training Officer</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Identification -of Security Threat Groups (STG's) Identification of Threat Group Members/Participants Reporting Procedures Identification and Confiscation of STG (Gang) Related Materials Extortion/Offender Identification
<p>Block 15: 30 minutes FOOD /LAUNDRY SERVICES</p> <p>Resources: Training Officer</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Offender Tracking Count Procedures Offender Supervision and Movement Control of Dangerous Utensils, Supplies, and Chemicals Delivery Procedures (Inspection & searches) Contraband Officer Uniform Security 	<p>Block 16: 4 hours FIREARMS</p> <p>Resources: Firearms Instructor</p> <p>Knowledge:</p> <ul style="list-style-type: none"> Back Gate/Front Gate/Side Gate/Radio Picket Vehicle/Offender/Employee/Public Ingress and Egress Offender/Vehicle/Employee/Visitor/Public. Searches Perimeter Rovers Weapons and Ammunition Inventory and Documentation. Weapons Inspections Weapons Issue and Return Procedures/Documentation Perimeter. Security Teams Perimeter Fencing/Taut Wire/close circuit television/Security Systems Deadly Force Policy

Training Block Detail : Orientation & OJT

Block 17: 1 hour
TRANSPORTATION

Resources: Training Officer

Knowledge:
Off Unit/On Unit
Offender Transports
Security Procedures
Required Documents to Transport
Offenders
Offender Preparation
Vehicle Security and Safety Inspections
Refueling Procedures
Restraint Use
Offender Supervision at Private Facilities
Private Facility Service Provider Operational Procedures
Emergency In-transit Procedures (i.e., breakdowns, fires)

Block 18: 1 hour
VISITATION

Resources:

Knowledge:
Role of Family Liaison Officer
Visitation Documentation
Offender Visitor Record Checks
Visitor Identification and Dress Codes
Authorized Property for Offenders and Visitors
Types of Visits - General, Contact and Special
Visitation Areas - Shakedowns and Supervision
Termination of Visits
Visitation Restrictions
Courteous Treatment of Visitors

Block 19: 1 hour
KEY AND TOOL CONTROL

Resources:

Knowledge:

Accountability
Inventories
Issue and Return Procedures
Lost, Damaged, or Destroyed Key/Tool Procedures
Keys, Tools and Correctional Awareness

Block 20: 1 hour
DEFENSE TACTICS

Resources:

Knowledge:
Correctional Awareness
Requests for Assistance/ Distress codes
Survival Techniques
Defensive Measures and Options
Weapons Retention

Training Block Detail : Orientation & OJT

Block 21: 4 hours

CELLBLOCK/DORMITORY ASSIGNMENT

Resources:

Knowledge:

Shift Briefing

Post Order Location and Review

Daily Cleaning Inspections

Cleanliness

Maintenance

Security Checks Control Pickets

Opening and Closing Doors

Offender Forms, Location and Distribution

Location and Issuance of Tools, Keys and Equipment

Offender Supervision

Security Checks

Control of Offender Movement

Count Procedures

Offender Pat Searches

Offender Strip Searches

Offender Supervision

Necessities Exchange Procedures

Mail Distribution Procedures

In and Out Procedures

Cell/Housing/Recreation Area Shakedowns

Recreation

Procedures/Restrictions

Television Viewing Procedures

Barber Procedures

Identification of

Contraband

Confiscation and Documentation of Property/Contraband

Commissary Procedures Property Inventories and

Documentation Preparation for Out-Going Chain

Access to Health Care

Disciplinary Procedures - Informal Resolutions Utility

Control Offender Escorts Preparation for Visitation

Block 22: 4 hours

ADMINISTRATIVE SEGREGATION

Resources:

Knowledge:

Shift Briefing

Post Order Location and Review

Daily Inspections

Cleanliness

Maintenance

Security Checks Control Pickets

Opening and Closing of Doors

Offender Forms, Location and Distribution

Location and Issuance of Tools, Keys and Equipment

Offender Supervision

Security Checks

Count Procedures

Offender Pat Searches

Offender Strip Searches

Support Service Offender Supervision

Necessities Exchange Procedures

Mail Distribution Procedures

Recreation and Shower Procedures

In-Cell Feeding Procedures Food/Tray Slot

Bar Procedures Offender Escort Procedures

Application of Restraints Riot Baton Usage

During Escorts Housing/Recreation Shakedowns

Property Inventories and Documentation

Outgoing Chain Preparation Utility Control

Access to Health Care Procedures Access to Law

Library Procedures Segregation Records/Restriction

Segregation Confinement Record Segregation

Activity Log

Property Restrictions Security Precaution Designations

Block 23: 4 hours

PRACTICAL APPLICATIONS

Perform Cell/Housing Security Inspection Properly Apply and Remove Restraint Devices Perform Offender Pat-Search

Perform Offender Strip-Search (same gender/cross-gender non-applicable). Administrative Segregation Escorts/ Perform

Weapons Inspection/Issue and Receipt Procedures Properly

Identify Those Chemical Agents Used on the Unit/Facility Of

Assignment Management of Offender Property

Block 24: 4 hours

MENTOR OBSERVATION

Mentoring Areas:

Facility Security

Offender Rules & Regulations Offender

Supervision

Offender Behavior Management Staff &

Offender Safety

Offender Health/Welfare/Hygiene

Facility Safety/Sanitation

Maintenance

Emergency Response

Supervisor Training (Two, 1-day classes)

<u>Training Topic</u>	<u>Length of class</u>
○ Introduction (Regional Director/Staff)	.5 hrs
○ Dealing Effectively with employees	1.0 hrs
○ Communication	1.0 hrs
○ Management and Organization	1.0 hrs
○ Leadership Skills	1.0 hrs
○ Ethics	.5 hrs
○ Title VII	.5 hrs
○ Delegation	1.0 hrs
○ Motivation	1.0 hrs
○ Closing remarks (Regional Director/Staff)	.5 hrs
	Total: 8.0 hrs

Procedural Guidelines on Specialized Training

A. Emergency Training

- 1) As part of its initial and refresher training programs, CiviGenics Jail/Prison Management provides a level of training that will enable employees to perform effectively during emergencies.
- 2) To that end, all staff will be provided with a minimum of 16 hours of emergency training prior to assignment to any non-training position, which will include, at a minimum, the following:
 - (1) Escape procedures
 - (2) Riot control procedures
 - (3) Hostage policy
 - (4) Fire control and evacuation policy

B. Emergency Response Team (SRT)

- 1) The Warden may establish a special emergency response team, with the approval of the Regional Director and the Vice President for Operations.
- 2) As members of such a team, pre-identified employees may be provided with specialized emergency training beyond the general training requirements.
- 3) These specialized training requirements will include, at a minimum, the following:
 - (1) One year of experience as a correctional officer.

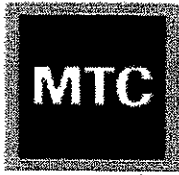
- (2) At least 40 hours of training at least 16 hours of which are specifically related to the emergency unit assignment.
- (3) *Firearms' training that includes* instruction in the safety, care, and constraints involved in the use of firearms in specific crisis situations, as well as the use of any specialized weapons.
- (4) *Chemical agents*, and the approved treatment of individuals who are in contact with the chemical agents.
- (5) *Advanced self-defense* training
- (6) *Use of force* techniques to control inmates.
- (7) Advanced tactical implementation of *emergency plans*.
- (8) Training in the approved methods of negotiation and confrontation.

C. Use of Force and Self-Defense Training

- 1) The following elements will be required:
 - (1) Compliance with approved methods of self-defense.
 - (2) Use of Force as a last resort.
 - (3) The techniques of using physical force to control and/or move inmates with minimal harm and discomfort to both inmates and staff.

D. If any employee is authorized to use chemical agents in the performance of duty, Chemical Agent Training will be required.

- 1) Training for all persons authorized to use chemical agents will include, at a minimum, the following:
 - (1) Specific instructions regarding use of the product and precautions to be followed, as specified by the manufacturer
 - (2) Instructions that chemical agents may be used only with the permission of the Warden or designee
 - (3) A description of the various agents available, and recommended uses and restrictions for each
 - (4) Type of medical care required for each chemical agent



Management & Training Corporation

Management & Training Corporation's strategies for recruiting qualified correctional staff for our managed facilities include:

- Notifying staff at other MTC operated facilities regarding prospective employment opportunities at the Facility. For the express purpose of encouraging intra-company transfers of qualified employees, MTC's Employee Handbook alerts all employees to the opportunity of obtaining other positions within the company, and explains the company's policy of rewarding current staff for successfully recruiting new employees. All open positions are posted on the company's intranet (as well as Internet) bulletin boards. (Past experience demonstrates that these postings, as well as word of mouth from existing employees, are the most successful recruiting strategies).
- Placing classified advertisements in local and regional area newspapers
- Posting position openings with the local office of the Texas Work Force Commission
- Participating in regional and local job fairs
- Posting for a national audience at www.monster.com or similar websites
- Recruiting individuals with correctional experience who seek to return or relocate to the area

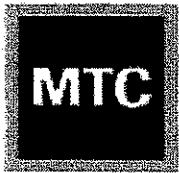
As part of our commitment to assist the economic development of the region, MTC will disseminate throughout the community information concerning full-time, part-time and contract job vacancy. As an Equal Employment Opportunity and Affirmative Action Employer, we are committed to initiatives that proactively provide employment information to job candidates who might otherwise be unaware of such opportunities. Through our recruitment efforts and employment practices, we will ensure that our job openings are known and made publicly available to the community, and that a priority is placed on local residents seeking employment.

In particular, MTC will regularly participate in and conduct job fairs for local and regional residents in an effort to:

- Reach residents who are actively seeking employment but might not be aware of job openings at the Facility
- Provide information regarding the Company, the Facility, and employment opportunities both verbally and through brochures suitable for "takeaway"
- Create an accessible and comfortable forum for residents to learn about, apply, and even interview for open Facility positions
- Create relationships with other regional employers
- Establish a strong presence in the region as a reputable and long-term employer

Applicable candidates will be required to undergo security clearance, testing, personal interviews and reference checks prior to receiving an offer of employment.

Security clearance checks comply with applicable state and federal regulations and will include detailed criminal and driving history checks through appropriate law enforcement agencies. MTC currently operates the Willacy County Regional Detention Facility and this facility is under contract with the United States Marshal Service. MTC currently coordinates employment criminal history checks through the Willacy County Sheriff for the regional detention facility.



**Management
& Training
Corporation**

**REGION II CORRECTIONS
2995 Dawn Drive, Unit F
Georgetown, Texas 78628
PH: 512-868-2429 FX: 512-869-0450**

June 20, 2006

Mr. WJ "Bill" Bryan
Belton, Texas

Mr. Bryan;

Management & Training Corporation accepts the time line as presented for the Willacy County ICE project and looks forward to being part of this project. MTC currently operates the Willacy County Regional Detention Facility, which is under contract with the United States Marshal Service and is located adjacent to the site of this new project for ICE. MTC has been in Willacy County for three (3) years and has built a strong relationship within the community and with the local city and county government officials. MTC has an agreement with the Willacy County Sheriff for the security background checks on all prospective employees.

Management & Training Corporation accepts the stated per diem for the 24-month contract period. MTC does reserve the right to modify the staffing plan to meet MTC staffing pattern requirements for MTC facility operations and agrees to stay within the established per diem rate.

Management & Training Corporation, using its existing Willacy County Detention Facility and staff along with Regional and Corporate staff will be able to accomplish the initial recruitment, staff training, equipment and supply purchases and acceptance of equipment and supplies before the facility is completed.

Management & Training Corporation currently operates six (6) secure correctional facilities located in the Texas Correctional Region with contracts with the Texas Department of Criminal Justice, the United States Marshal Service and the Federal Bureau of Prisons. The Texas Correctional Region facilities come under the direction of Mr. JC Conner Vice-President Texas Region Operations. The Willacy County ICE project has been assigned to the Texas Region Operations group.

JC Conner
Vice-President
Texas Region Operations

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 09/09/2008	4. REQUISITION/PURCHASE REQ. NO.	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 Washington DC 20536		CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY OF 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003 HSCEDM-09-F-IG030	
			10B. DATED (SEE ITEM 11) 09/08/2008	
CODE 6175591740000	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 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: 617559174

This purpose of this modification is to correct

block 21 "Mail Invoice To" on Task Order number HSCEDM-09-F-IG030

a) The invoice location is corrected from:

Dallas Finance Center

P.O. Box 560947


Dallas, Texas 75356

To:

Burlington Finance Center

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)			9/9/08
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-09-F-IG030/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 1620 Attn: ICE-OI-SAC-San Antonio Williston, Vermont 05495-1620</p> <p>b) All other terms and conditions remain the same. Period of Performance: 10/01/2008 to 09/30/2009 Contact Information:</p> <p>COTR: Abraham Garza [REDACTED] b2Low</p> <p>Contracting Officer : Susan Erickson [REDACTED] b2Low</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 12/04/2007	4. REQUISITION/PURCHASE REQ. NO. FAO0800001.2	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA's 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's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Stephanie Baker Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6175591740000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003 HSCEDM-08-J-00048	9B. DATED (SEE ITEM 11)
		10B. DATED (SEE ITEM 11) 09/28/2007	

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: \$5,401,462.50

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: 617559174

The purpose of this modification is to incrementally fund FY08 contract performance Subject To The Availability of Funds (SAF). As FY08 funds continue to become available, a formal modification will be executed for the incremental funding amount.

Availability of Funds: 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.

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 (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 12/10/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-08-J-00048/P00001

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NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contact Information: DRO Program Office POC: Ms. Vickie Taylor [redacted] b2Low COTR: Abraham Garza, [redacted] b2Low Contracting Officer: Susan Erickson, [redacted] b2Low Contracts Specialist: Stephanie Baker, [redacted] b2Low</p> <p>Admin Office: US Dept of Homeland Security Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington, DC 20536 Delivery: 30 Days After Award Discount Terms: [redacted] b2Low</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: [redacted] b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Add Item 0002 as follows:</p>				
0002	<p>Alien Adult Detention. Housing, care and detention for persons detained, at a daily rate of \$78.00 per day, per detainee.</p> <p>69,000X\$78.00=\$5,382,000.00</p>	69000	EA	78.00	5,382,000.00
0003	<p>Add Item 0003 as follows:</p> <p>Transportation /Guard Service - Provide all air, ground/transportation services as may be required to transport detainees securely to location as directed by the ICE COTR or designated ICE official. Transportation between the facility and ICE offices, plus related mileage is included in the daily per diem rate. Other ICE directed Continued ...</p>	1	EA	19,462.50	19,462.50

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-08-J-00048/P00001

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3 3

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>transportation/guard services are reimbursed at the rate of \$18.00 per hour. Transportation mileage shall be reimbursed at the mileage rate pursuant to the current General Services Administration (GSA) federal travel allowance rates.</p> <p>27,000X1.5=40,500X.485=\$19,462.50</p> <p>All other terms and conditions of the IGSA DROIGSA-06-0003 remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID/ODDE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. B00005		3. EFFECTIVE DATE 06/07/2007		4. REQUISITION/PURCHASE REQ. NO. FA00800001	
5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		6. CODE ICE		7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, R/F/PO and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 6175591740000		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003 HSCRO06FIG00004	
				10B. DATED (SEE ITEM 11) 06/23/2006	

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 10, and returning _____ copies of this 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 Continuation Sheet - page 2

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACT/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(c).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Mutual Agreement & Availability of Funds

E. IMPORTANT: Contractor is not is required to sign this document and return _____ 3 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: 74-6001952
DUNS Number: 617559174

The purpose of this modification is to expand the facility at Willacy County Detention Center, 1800 Industrial Drive, Raymondville, Texas, 78580 by 1,000 beds in support of national detention efforts in response to Operation Reservation Guaranteed, the Secure Border Initiative (SBI) and all other future initiatives requiring detention of illegal immigrants.

Discount Terms:
b2Low
FOB: Destination
Continued ...

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

16A. NAME AND TITLE OF SIGNER (Type or print) ELISEO BANCHART, County Judge		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson	
16B. CONTRACTOR/OFFICER <i>Eliseo Banchart</i>		16B. UNITED STATES OF AMERICA <i>Susan D. Erickson</i>	
16C. DATE SIGNED 7-2-07		16C. DATE SIGNED 7/11/07	

NSN 7540-01-162-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 23.243

CONTINUATION SHEET

REFERENCE: OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0003/HSCOP06FIG00004/P00005

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Period of Performance: 10/01/2007 to 09/30/2008 Housing: 1,000 beds x 365 days x \$78.00 = \$28,470,000.00 [Redacted] b2Low	1	LO	28,470,000.00	0.00
0009	Guard Services: 2,000 hours x \$12 = \$24,000.00 [Redacted] b2Low	1	LO	24,000.00	0.00
0010	Transportation Services [Redacted] b2Low The funding under FY 2008 for the period of October 01, 2007 through September 30, 2008 in the amount of \$28,794,000.00 are subject to Availability of Funds and will be allocated in FY 2008 under a new task order. Availability of Funds Clause: Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond September 30, 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. * All terms and conditions of IGSA NO. DROIGSA-06-0003 remain unchanged. CONTACT INFORMATION: Program Office POC: Marcos Reyna [Redacted] b2Low Procurement Office POC: Rachel E. Johnson, Contract Specialist, [Redacted] b2Low	1	LO	300,000.00	0.00

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

1. DATE OF ORDER 09/19/2008	2. CONTRACT NO. (If any) DROIGSA-06-0003	6. SHIP TO:	
3. ORDER NO. HSCEDM-08-F-IG072		4. REQUISITION/REFERENCE NO. See Schedule	
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		a. NAME OF CONSIGNEE ICE Detention & Removal	
		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:		f. SHIP VIA	
a. NAME OF CONTRACTOR WILLACY COUNTY OF		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 1371 INDUSTRIAL DRIVE		REFERENCE YOUR:	
d. CITY RAYMONDVILLE		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.	
e. STATE TX	f. ZIP CODE 785801944	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule		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: 617559174 This task order authorizes the reconfiguration of Immigration and Customs Enforcement (ICE) administrative space for changes to include EOIR space, main control room, detainees dorms, dental clinic (Phone Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME IMMIGRATION & CUSTOMS ENFORCEMENT				\$313,644.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) 8940 FOURWINDS DRIVE ATTN MARCOS REYNA						
c. CITY SAN ANTONIO		d. STATE TX	e. ZIP CODE 78239	\$313,644.00		

22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER	
--	--	--	--

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

PAGE OF PAGES

2 5

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

DATE OF ORDER

CONTRACT NO.

09/19/2008

DROIGSA-06-0003

ORDER NO.

HSCEDM-08-F-IG072

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	& Data lines), sprung units, segregation unit, recreational area, and chow hall, at Willacy County Processing Center, Raymondsville, Texas. Period of Performance: 09/22/2008 to 01/31/2009 Reconfiguartion of ICE administrative space in accordance with the statement of work for the Main Control Room hallway to add one crash gate which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: FA0081974.1 Accounting Info: [REDACTED]	1	LO	27,252.00	27,252.00	
0002	Reconfiguartion of ICE administrative space in accordance with the statement of work to relocate tables in the dorm area which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: DRO-08-RQ1182, FA0081974.1 Accounting Info: [REDACTED]	1	LO		13,980.00	
0003	Reconfiguartion of ICE administrative space in accordance with the statement of work for the Dental Clinic to install telephone and data lines which includes all labor, material and equipment. Product/Service Code: Y166 Continued ...	1	LO	32,508.00	32,508.00	

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

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

PAGE OF PAGES

3 5

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

DATE OF ORDER 09/19/2008	CONTRACT NO. DROIGSA-06-0003	ORDER NO. HSCEDM-08-F-IG072
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Requisition No: DRO-08-RQ1182 Accounting Info: [REDACTED] b2Low Funded: \$32,508.00					
0004	Reconfiguration of ICE administrative space in accordance with the statement of work for the Sprung Units to install hasp locks with pressure resistant which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: FA0081974.1 Accounting Info: [REDACTED] b2Low Funded: \$16,080.00	1	LO	16,080.00	16,080.00	
0005	Reconfiguration of ICE administrative space in accordance with the statement of work for the Segregation Unit to install two crash gates which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: FA0081974.1 Accounting Info: [REDACTED] b2Low Funded: \$48,840.00	1	LO	48,840.00	48,840.00	
0006	Reconfiguration of ICE administrative space in accordance with the statement of work for the recreational area to install 20' X12' canopies which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: DRO-08-RQ1182 Accounting Info: [REDACTED] b2Low Continued ...	1	LO	63,492.00	63,492.00	

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

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

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

DATE OF ORDER 09/19/2008	CONTRACT NO. DROIGSA-06-0003	ORDER NO. HSCEDM-08-F-IG072
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	b2Low					
	Funded: \$63,492.00					
0007	Reconfiguration of ICE administrative space in accordance with the statement of work for the pass through at the main control room at the exterior wall which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: FA0081974.1 Accounting Info: b2Low	1	LO	9,372.00	9,372.00	
	Funded: \$9,372.00					
0008	Reconfiguration of ICE administrative space in accordance with the statement of work to install one egress for the chow hall, which includes all labor, material and equipment. Product/Service Code: Y166 Requisition No: DRO-08-RQ1182 Accounting Info: b2Low	1	LO	39,600.00	39,600.00	
	Funded: \$39,600.00					
0009	Reconfiguration of ICE administrative space in accordance with the statement of work to change the EOIR area, which includes all labor, material and equipment.. Product/Service Code: Y166 Requisition No: FA0081974.2 Accounting Info: b2Low	1	LO	62,520.00	62,520.00	
	Funded: \$62,520.00					
	The total amount of award: \$313,644.00. The Continued ...					

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

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

PAGE OF PAGES

5

5

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

DATE OF ORDER: 09/19/2008
 CONTRACT NO.: DROIGSA-06-0003

ORDER NO.: HSCEDM-08-F-IG072

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	obligation for this award is shown in box 17(i).					

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 06/03/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6175591740000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003/	10B. DATED (SEE ITEM 11) 06/27/2006

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement to Both Parties

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

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

Tax ID Number: 74-6001952

DUNS Number: 617559174

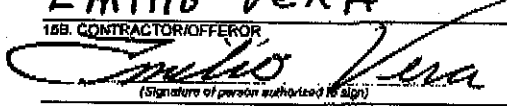
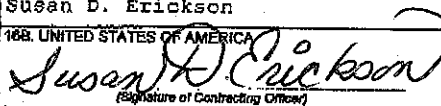
The purpose of this modification is to incorporate the Security Clause into the Inter-Governmental Service Agreement (IGSA) number DROIGSA-06-0003 with Willacy County.

A. Incorporated Security Clause

REQUIRED SECURITY CLAUSE
SENSITIVE / UNCLASSIFIED CONTRACT AGREEMENTS

Continued ...

Except as provided herein, all terms and conditions of this 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) Emilio VERA	15B. CONTRACTOR/OFFEROR 	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson	16B. UNITED STATES OF AMERICA 
	15C. DATE SIGNED 6-3-08		16C. DATE SIGNED 6-3-08

NAME OF OFFEROR OR CONTRACTOR

WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>SECURITY REQUIREMENTS</p> <p>GENERAL</p> <p>The Department of Homeland Security (DHS) has determined that performance of the tasks as described in the Inter-Governmental Service Agreement (IGSA) requires that the Government entity and its, subcontractor(s), vendor(s), etc. (herein known as Provider) have access to sensitive DHS information, and that the Provider will adhere to the following.</p> <p>SUITABILITY DETERMINATION</p> <p>DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Provider employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the agreement. No employee of the Provider shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Provider employees assigned to the agreement not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.</p> <p>BACKGROUND INVESTIGATIONS</p> <p>Provider employees (to include applicants, temporaries, part-time and replacement employees) under the agreement, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the agreement. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Provider employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Provider employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the agreement or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:</p> <p>1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2.FD Form 258, "Fingerprint Card" (2 copies)</p> <p>3.Foreign National Relatives or Associates Statement</p> <p>4.DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"</p> <p>5.Optional Form 306 Declaration for Federal Employment (applies to Providers as well)</p> <p>6.Authorization for Release of Medical Information</p> <p>Required forms will be provided by DHS at the time of award of the agreement. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the agreement.</p> <p>Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.</p> <p>The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this agreement for any position that involves access to, development of, or maintenance to any DHS IT system.</p> <p>CONTINUED ELIGIBILITY</p> <p>If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Provider that the employee shall not continue to work or to be assigned to work under the agreement.</p> <p>The OPR-PSU may require drug screening for probable cause at any time and/ or when the Provider independently identifies, circumstances where probable cause exists.</p> <p>The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.</p> <p>DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Provider employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this agreement.</p> <p>The Provider will report any adverse information coming to their attention concerning Provider employees under the agreement to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the adverse information being reported.</p> <p>The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Provider will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.</p> <p>EMPLOYMENT ELIGIBILITY</p> <p>The Provider will agree that each employee working on this agreement will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.</p> <p>The Provider must agree that each employee working on this agreement will have a Social Security Card issued and approved by the Social Security Administration. The Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.</p> <p>Subject to existing law, regulations and/ or other provisions of this agreement, illegal or undocumented aliens will not be employed by the Provider, or with this agreement. The Provider will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this agreement.</p> <p>SECURITY MANAGEMENT</p> <p>The Provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Provider.</p> <p>The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Provider in complying with the security requirements under this agreement. Should the COTR determine that the Provider is not complying with the security requirements of this agreement, the Provider will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.</p> <p>The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.</p> <p>INFORMATION TECHNOLOGY SECURITY CLEARANCE</p> <p>When sensitive government information is processed on Department telecommunications and automated information systems, the Provider agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DHS MD 4300.Pub. or its replacement. Provider personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.</p> <p>Providers who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).</p> <p>INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT</p> <p>All Provider employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.</p> <p>Providers who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Providers, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.</p> <p>All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).</p> <p>B. All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 1

2. AMENDMENT/MODIFICATION NO. P00002
 3. EFFECTIVE DATE 03/05/2008
 4. REQUISITION/PURCHASE REQ. NO. _____
 5. PROJECT NO. (If applicable) _____
 6. ISSUED BY CODE ICE/DM/DC-DC
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 WILLACY COUNTY SHERIFFS DEPARTMENT
 1371 INDUSTRIAL DRIVE
 RAYMONDVILLE TX 785801944
 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003/
 10B. DATED (SEE ITEM 11) 06/27/2006
 CODE 6175591740000 FACILITY CODE _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 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: 74-6001952
 DUNS Number: 617559174
 The purpose of this modification is to correct the effective date sited in block 3 on modification P00001 under the referenced Inter-Governmental Service Agreement.
 A. The effective date sited on modification P0001 is correct from: 03/05/2008 to: 06/27/2006.
 B. All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) _____
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
 15B. CONTRACTOR/OFFEROR _____
 15C. DATE SIGNED _____
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED 3/5/08
 (Signature of person authorized to sign) _____
 (Signature of Contracting Officer)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04/02/2008	4. REQUISITION/PURCHASE REQ. NO. FA00800001.4	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) 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		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		9A. AMENDMENT OF SOLICITATION NO. (x)		
CODE 6175591740000 FACILITY CODE		9B. DATED (SEE ITEM 11)		
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003 HSCEDM-08-J-00048		
		10B. DATED (SEE ITEM 11) 09/28/2007		

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: \$14,241,000.00

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.
	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) INCREMENTAL FUNDING MODIFICATION

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: 617559174

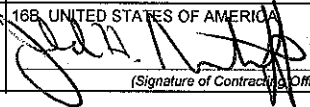
THE PURPOSE OF MODIFICATION P00003 IS AS FOLLOWS:

1. To incrementally fund CLIN 0001 in the amount of \$14,196,000.00 for Alien Adult Detention (Bed Space) for the period of 12/15/2007 through 03/31/2008, and

2. To add CLIN 0004 in the amount of \$45,000.00 for Transportation/Guard Services for the period of 12/15/2007 through 03/31/2008.

Period of Performance: 10/01/2007 to 09/30/2008
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) Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 23 Apr 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-08-J-00048/P00003

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2 3

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>Alien Adult Detention. Housing, care and detention for persons detained, at a daily rate of \$78.00 per day, per detainee.</p> <p>Line Item 0001 is funded under line item 0002</p> <p>Line Item 0002 for Alien Adult Detention is incrementally funded by \$14,196,000.00 from \$7,594,704.00 to \$21,790,704.00.</p> <p>The not-to-exceed total line item amount is \$21,790,704.00. The not-to-exceed amount funds approximately 2,000 beds for the period of 10/01/2007 through 03/31/2008.</p> <p>Accounting Info: <div style="background-color: black; color: white; padding: 2px; display: inline-block;">b2Low</div> </p> <p>Funded: \$14,196,000.00</p> <p>Add Item 0004 as follows:</p>	279368	EA	78.00	21,790,704.00
0004	<p>Transportation /Guard Service - Provide all air, ground/transportation services as may be required to transport detainees securely to location as directed by the ICE COFR or designated ICE official. Transportation between the facility and ICE offices, plus related mileage is included in the daily per diem rate. Other ICE directed transportation/guard services are reimbursed at the rate of \$18.00 per hour. Transportation mileage shall be reimbursed at the mileage rate pursuant to the current General Services Administration (GSA) federal travel allowance rates.</p> <p>*****NOTE*****</p> <p>Contract Line Item 0004 is a continuation of Transportation/Guard Services previously funded against Contract Line Item 0003.</p> <p>CLIN 0004 is being incrementally funded at Continued ...</p>	1	LO	45,000.00	45,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0003/HSCEDM-08-J-00048/P00003

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NAME OF OFFEROR OR CONTRACTOR
 WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$45,000.00. This not-to-exceed amount covers Transportation/Guard Services for the period of 12/15/2007 through 03/31/2008. As additional funding becomes available, a formal modification will be executed for the incremental funded amount.</p> <p>The total not-to-exceed obligated funding amount for Transportation/Guard Services (Including CLINs 0003 and 0004) is \$83,925.00.</p> <p>***** *****</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$45,000.00</p> <p>CONTACT INFORMATION:</p> <p>DRO Program Office POC: Vickie Taylor, [REDACTED] b2Low</p> <p>DRO COTR: Abraham Garza, (956)689-7850/7880</p> <p>ICE/OAQ Contracting Officer: Jerald Neveleff, [REDACTED] b2Low</p> <p>ICE/OAQ Contracts Specialist: Tricia Jackson-Harris, [REDACTED] b2Low</p> <p>ADMIN OFFICE:</p> <p>US Dept of Homeland Security Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington, DC 20536</p> <p>ALL OTHER TERMS AND CONDITIONS OF TASK ORDER HSCEDM-08-J-00048 AND IGSA DROIGSA-06-0003 REMAIN THE SAME.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00004

04/21/2008

FA00800001.5

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/DM/DI

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

ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Stephanie Baker
Washington DC 20536

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

WILLACY COUNTY SHERIFFS DEPARTMENT
1371 INDUSTRIAL DRIVE
RAYMONDVILLE TX 785801944

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-06-0003
HSCEDM-08-J-00048

10B. DATED (SEE ITEM 11)

09/28/2007

CODE 6175591740000

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)

\$11,934,000.00

b2Low

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X INCREMENTAL FUNDING MODIFICATION

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: 617559174

The purpose of Modification P00004 to Task Order HSCEDM-08-J-00048 is to fund the expansion of the Willacy County Detention Center by 1,000 beds in accordance with Intergovernmental Services Agreement No. DROIGSA-06-0003.

Period of Performance: 10/01/2007 to 09/30/2008

Add Item 0005 as follows:

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)

4/21/08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-08-J-00048/P00004

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2 2

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Bed Space Expansion: Provide housing for an additional 1,000 detainees at the Willacy County Sheriff's Department in Raymondville, TX in support of national detention efforts in response to Operation Reservation Guaranteed, the Secure Border Initiative (SBI) and all other future initiatives requiring detention of illegal immigrants.</p>	53000	EA	78.00	1,934,000.00
	<p>This expansion is authorized via Modification P00005 to IGSA DROIGSA-06-00003 (Task Order HSCEOP06FIG00004) effective 07/11/2007.</p> <p>Period of Performance: Date of award through September 30, 2008.</p> <p>The not-to-exceed total line item amount is \$11,934,000.00. This not-to-exceed amount funds 1,000 beds for approximately 153 days through 09/30/2008.</p> <p>CONTACT INFORMATION:</p> <p>DRO Program Office POC: Vickie Taylor, [REDACTED] b2Low</p> <p>DRO COTR: Abraham Garza, [REDACTED] b2Low</p> <p>ICE/OAQ Contracting Officer: Jerald Neveleff, [REDACTED] b2Low or Susan Erickson, [REDACTED] b2Low</p> <p>ICE/OAQ Contracts Specialist: Tricia Jackson-Harris, [REDACTED] b2Low</p> <p>ADMIN OFFICE:</p> <p>US Dept of Homeland Security Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington, DC 20536</p> <p>ALL OTHER TERMS AND CONDITIONS OF TASK ORDER HSCEDM-08-J-00048 AND IGSA DROIGSA-06-0003 REMAIN UNCHANGED.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6175591740000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003/	10B. DATED (SEE ITEM 11) 06/27/2006

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) Administrative modification to revise invoice submission

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: 617559174

Program POC:

Marcos Reyna

b6

b2Low

Contracting Officer:

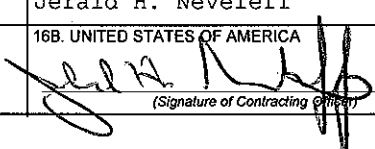
Jerald Neveleff

b6

b2Low

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) Jerald H. Neveleff
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 3 June 08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003//P00004

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2 3

NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to revise the procedure for Providers to submit their invoices for Agreement DROIGSA-07-0008. This revised procedure is effective June 16, 2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Article XII, Enrollment, Invoicing and Payment, revise paragraph (B) "Invoicing" to read as follow:</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-San Antonio</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after June 16, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. The information required with each invoice submission is as follows:</p> <p>a. The name and address of the facility;</p> <p>b. Invoice date and number;</p> <p>c. Agreement number, Task Order Number and line item number.</p> <p>d. Terms of any discount for prompt payment offered;</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003//P00004

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NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>e. Name, title, and phone number of person to notify in event of defective invoice;</p> <p>f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)</p> <p>g. The daily rate;</p> <p>h. The total number of residential/detainee days;</p> <p>i. The name of each ICE resident/detainee;</p> <p>j. Resident's/detainee's A-number;</p> <p>k. Specific dates of detention for each resident/detainee;</p> <p>l. The total residential/detainee days multiplied by the daily rate;</p> <p>m. For transportation/stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.</p> <p>Items a. through h. and l. must be on the cover page of each invoice submission.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 09/16/2008	4. REQUISITION/PURCHASE REQ. NO. FAO0800001.9	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: Stephanie Baker Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLACY COUNTY SHERIFFS DEPARTMENT 1371 INDUSTRIAL DRIVE RAYMONDVILLE TX 785801944		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6175591740000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0003 HSCEDM-08-J-00048	10B. DATED (SEE ITEM 11) 09/28/2007

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) \$1,290,120.00
----- SQ

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) INCREMENTAL FUNDING MODIFICATION

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: 617559174

The purpose of Modification P00006 to Task Order HSCEDM-08-J-00048 is to increase the funding for detention and transportation service at the Willacy County Processing Center i accordance with Intergovernmental Services Agreement No. DROIGSA-06-0003.

Delivery: 30 Days After Award
 Delivery Location Code: ICE/DRO
 ICE Detention & Removal
 Immigration and Customs Enforcement
 801 I Street, NW
 Suite 900
 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 (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 9/16/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0003/HSCEDM-08-J-00048/P00006

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NAME OF OFFEROR OR CONTRACTOR
WILLACY COUNTY SHERIFFS DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>Washington DC 20536</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Add Item 0006 as follows:</p> <p>Provide additional funding for detention and transportation service</p> <p>CONTACT INFORMATION:</p> <p>DRO Program Office POC: Vickie Taylor, [REDACTED] b2Low</p> <p>DRO COTR: Abraham Garza, [REDACTED] b2Low</p> <p>ICE/OAQ Contracting Officer: Susan Erickson, [REDACTED] b2Low</p> <p>ADMIN OFFICE:</p> <p>US Dept of Homeland Security Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington, DC 20536</p> <p>ALL OTHER TERMS AND CONDITIONS OF TASK ORDER HSCEDM-08-J-00048 AND IGSA DROIGSA-06-0003 REMAIN UNCHANGED.</p>	1	EA	1,290,120.00	1,290,120.00