

United States Department of Justice  
United States Marshals Service

Intergovernmental Service Agreement  
Housing of Federal Prisoners

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1. AGREEMENT NUMBER 03-06-0095		2. EFFECTIVE DATE August 1, 2006		3. REQUEST FOR DETENTION SERVICES (RDS) NO. 06-134	
4. ISSUING OFFICE  UNITED STATES MARSHALS SERVICE WITNESS SECURITY & PRISONER SERVICES DIV. PROGRAMS AND ASSISTANCE BRANCH WASHINGTON, DC 20530-1000 Attn: Renita L. Barbos			5. LOCAL GOVERNMENT FACILITY CODE(S) 421		NAME AND ADDRESS  Perry County Correction Center Rt 2, Box 176, HWY 80 Undertown, AL. 36786
6. APPROPRIATION DATA 15X1020			Contact Person [redacted] b6,b7c Area Code & Telephone No. > 337 [redacted] b6,b7c		

7. ITEM NO.	8. SUPPLIES/SERVICES	9. QUANTITY	10. UNIT	11. UNIT PRICE	12. AMOUNT
	This agreement is for the housing, safekeeping, and subsistence of federal prisoners, including guard/transportation services to medical facility and U.S. Courthouse, in accordance with the contents set forth herein.	ESTIMATED USMS PRISONER DAYS		FIXED PER DIEM RATE	ESTIMATED ANNUAL PAYMENT
		45,625	PDs	\$45.00	\$16,425.00
		ESTIMATED GUARD HRS	GHs	\$15.00	\$

13. AGENCY CERTIFYING  <i>To the best of my knowledge and belief, data submitted in support of this agreement is true and correct. The document has been duly authorized by the governing body of the Department or Agency and the Department or Agency will comply with ALL PROVISIONS SET FORTH HEREIN.</i>	14. NAME AND TITLE OF LOCAL GOVERNMENT AUTHORIZED TO SIGN AGREEMENT  SIGNATURE _____ DATE _____ NAME (Type or Print) _____ TITLE _____
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15. PRISONER TYPE TO BE INCLUDED UNSENTENCED <input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> INS  SENTENCED <input type="checkbox"/> Adult Male <input type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile <input checked="" type="checkbox"/> BOP	16. LEVEL OF USE <input type="checkbox"/> Minimum (0-249) <input type="checkbox"/> Medium (250-999) <input checked="" type="checkbox"/> Major (1000 +)
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17. NAME OF AUTHORIZING OFFICIAL  <u>Renita L. Barbos</u> NAME (Type or Print)  <u>Renita L. Barbos</u> (SIGNATURE OF CONTRACTING OFFICER)	DATE: <u>July 10, 2006</u>
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ARTICLE I - PURPOSE AND SECURITY PROVIDED

The purpose of this Intergovernmental Service Agreement (IGA) is to establish a formal binding relationship between the United States Marshals Service (USMS) and other federal user agencies (the Federal Government) and Perry County Correction Center, Uniontown, AL (the Local Government) for the detention of persons charged with or convicted of violations of federal law or held as material witnesses (federal prisoners) at the Perry County Correction Center (the facility).

The Local Government agrees to accept and provide for the secure custody, care and safekeeping of federal prisoners in accordance with federal, state, and local law, standards, policies, procedures, or court orders applicable to the operations of the facility. The USMS considers all federal prisoners medium/maximum security-type prisoners that are housed within the confines of the facility, at a level appropriate for prisoners considered a risk of flight, a danger to the community, or wanted by other jurisdictions.

ARTICLE II - ASSIGNMENT AND CONTRACTING OF DETENTION SUPPORT SERVICES

1. Neither this agreement nor any interest therein may be assigned or transferred to any other party without prior written approval by the USMS.
2. None of the detention support services shall be contracted out to another organization without prior approval by the USMS. Where the intention to award contracts is made known at the time of application, the approval may be considered granted if these activities are funded as proposed.
3. All contracts or assignments must be formalized in a written contract or other written agreement between the parties involved.
4. The contract or agreement must, at a minimum, state the activities to be performed, the time schedule, the project policies, and the flow-through requirements that are applicable to the contractor or other recipient, other policies and procedures to be followed, the dollar limitation of the agreement, and the cost principles to be used in determining allowable costs. The contract or other written agreement must not affect the recipient's overall responsibility for the duration of the project and accountability to the government.
5. Contracts or agreements which are executed by the state/local government subsequent to this IGA that result in additional costs to the USMS over and above the per diem rate must be authorized in writing and in advance by the USMS. Any unauthorized contracts or agreements will be the financial responsibility of the state/local government not the USMS.

ARTICLE III - MEDICAL SERVICES

1. The Local Government agrees to provide federal prisoners with the same level of health care and services inside the facility that are provided to local prisoners.
2. All costs associated with health care services (to include medical supplies and medication) provided inside the facility will be the responsibility of the Local Government. All costs associated with hospital and health care services (to include prescription medication not included in the facility's formulary) provided outside of the facility will be the responsibility of the USMS and billed directly by the provider to the USMS.

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3. The Local Government agrees to notify the United States Marshal (USM) as soon as possible of all emergency health care provided to USMS prisoners to include when removal from the facility is required. The Local Government must obtain prior authorization from the USM for all other health care services required outside the facility.
4. All health care services to be provided outside the facility for USMS prisoners will be in accordance with USMS Publication 100 (Prisoner Health Care Standards).
5. When a federal prisoner is being transferred from the facility by the USMS, adequate prescription medication will be provided by the facility to accompany the prisoner. Due to USMS airlift requirements, female prisoners will be provided a 7 day supply of medication and male prisoners will be provided a 3 day supply of medication.
6. The facility will have in place an adequate infectious disease control program which includes testing all prisoners for Tuberculosis as soon as possible upon intake (not to exceed 14 days). TB testing will be accomplished in accordance with the latest CDC Guidelines and the results will be documented on a Form USM 553 as well as in the prisoner medical record. The facility agrees to immediately notify the USM of any cases of suspected or active TB so that any scheduled transports or productions can be delayed until the prisoner's TB status is verified by a physician.
7. Medical records must travel with the federal prisoner. If medical records are maintained at a medical contractor's facility, it is the detention facility's responsibility to obtain them before a federal prisoner is moved. Upon notice by the USM that a federal prisoner is being transferred from the facility, the facility medical staff must complete and provide a Form 553.
8. Federal prisoners may be charged a co-payment for medical services provided by the Local Government, but such charges must be administered by the Local Government in accordance with Public Law 106-294, the Federal Prisoner Health Care Copayment Act of 2000 (Title 18, 4013d). Specifically, all fees charged must be authorized under state law, be the same amount paid by state and local prisoners, for care not specifically excluded by federal law, not applied to indigent prisoners, and levied only after federal prisoners have been given 30 days prior notice by the facility.

**ARTICLE IV - RECEIVING AND DISCHARGE**

1. The Local Government agrees to accept as federal prisoners those persons committed by federal law enforcement officers for violations of federal laws only upon presentation by the officer of proper law enforcement credentials.
2. The Local Government agrees to release federal prisoners only to law enforcement officers of agencies initially committing the prisoner (i.e., DEA, INS, etc.) or to a Deputy USM. Those prisoners who are remanded to custody by a USM may only be released to a USM or an agent specified by the USM of the Judicial District.
3. The Federal Government agrees to maintain federal prisoner population levels at or below the level established by the facility administrator.
4. Federal prisoners may not be released from the facility or placed in the custody of state or local officials for any reason except for medical emergency situations. Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement of Detainers and then only with the concurrence of the District USM.
5. The Local Government agrees to notify the USM as soon as possible when a federal prisoner is involved in an escape, attempted escape, or conspiracy to escape from the facility.

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ARTICLE V - PERIOD OF PERFORMANCE

This agreement shall be in effect indefinitely until terminated in writing by either party. Should conditions of an unusual nature occur making it impractical or undesirable to continue to house prisoners, the Local Government may suspend or restrict the use of the facility by giving written notice to the USM. Such notice will be provided thirty (30) days in advance of the effective date of formal termination and at least two (2) weeks in advance of a suspension or restriction of use unless an emergency situation requires the immediate relocation of prisoners.

ARTICLE VI - PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

1. Per diem rates shall be established on the basis of actual and allowable costs associated with the operation of the facility during a recent annual accounting period.
2. The Federal Government shall reimburse the Local Government at the per diem rate identified on page one (1) of this agreement. The rate may be renegotiated not more than once per year, after the agreement has been in effect for twelve (12) months. The fixed per diem rate of \$45.00 will be in effect indefinitely.
3. The rate covers 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.
4. When a rate increase is desired, the Local Government shall submit a written request to the USM at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a completed Cost Sheet for Detention Services (USM-243) which can be obtained from the USM. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request of the USMS.
5. Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
6. The effective date of the rate modification will be negotiated and specified on the IGA Modification form approved and signed by a USMS Grant Specialist. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to the USM.

ARTICLE VII - BILLING AND FINANCIAL PROVISIONS

1. The Local Government shall prepare and submit original and separate invoices each month to the federal agencies listed below for certification and payment.

U.S. MARSHALS SERVICE  
SOUTHERN DISTRICT OF ALABAMA  
113 ST. JOSEPH STREET, ROOM 413  
MOBILE, ALABAMA 36602  
251-690-2900

BUREAU OF PRISONS  
COMMUNITY CORRECTIONS OFFICE  
2350 FAIRLANE DRIVE, SUITE 110  
MONTGOMERY, ALABAMA 36616  
334-223-7464

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U.S. DEPARTMENT OF HOMELAND SECURITY/ICE  
SKYLINE CENTER - BUILDING C  
NORTH STEMMON FREEWAY  
DALLAS, TEXAS 75247  
214-905-8344

2. To constitute a proper monthly invoice, the name and address of the facility, the name of each federal prisoner, their specific dates of confinement, the total days to be reimbursed, the appropriate per diem rate as approved in the IGA, and the total amount billed (total days multiplied by the rate per day) shall be listed. The name, title, complete address, and phone number of the local official responsible for invoice preparation should also be listed on the invoice.

3. The Prompt Payment Act, Public Law 97-177 (96 stat. 85, 31 USC 1301), is applicable to payments under this agreement and requires the payment to the Local Government of interest on overdue payments. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and 5 CFR, Part 1315.

4. Payment under this agreement will be due on the thirtieth (30<sup>th</sup>) calendar day after receipt of a proper invoice, in the office designated to receive the invoice. If the due date falls on a non-working day (e.g., Saturday, federal holiday), then the due date will be the next working day. The date of the check issued in payment shall be considered to be the date payment is made.

**NOTE: RATES NOT SPECIFIED IN THE AGREEMENT WILL NOT BE AUTHORIZED FOR PAYMENT.**

#### ARTICLE VIII - SUPERVISION AND MONITORING RESPONSIBILITY

All recipients receiving direct awards from the USMS are responsible for the management and fiscal control of all funds. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures disallowed by audits.

#### ARTICLE IX - ACCOUNTING SYSTEMS AND FINANCIAL RECORDS

1. The recipient shall be required to establish and maintain accounting systems and financial records that accurately account for the funds awarded. These records shall include both federal funds and all matching funds of state, local, and private organizations. State and local recipients shall expend and account for funds in accordance with state laws and procedures for expending and accounting for its own funds, as well as meet the financial management standards in 28 Code of Federal Regulations (CFR), Part 66, and current revisions of OMB Circular A-87.

2. Recipients are responsible for complying with OMB Circular A-87 and 28 CFR, Part 66, and the allowability of the costs covered therein (submission of Form USM-243). To avoid possible subsequent disallowance or dispute based on unreasonableness or unallowability under the specific cost principles, recipients must obtain prior approval on the treatment of special or unusual costs.

3. Changes in IGA facilities: The USMS shall be notified by the recipient of any significant change in the facility, including significant variations in inmates populations, which causes a significant change in the level of services under this IGA. The notification shall be supported with sufficient cost data to permit the USMS to equitably adjust the per diem rates included in the IGA. Depending on the size of the facility for purposes of assessing changes in the population, a 10% increase or decrease in the prison population shall be a "significant increase or decrease" for purposes of this subsection.

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**ARTICLE X - MAINTENANCE AND RETENTION OF RECORDS AND ACCESS TO RECORDS**

1. In accordance with 28 CFR, Part 66, all financial records, supporting documents, statistical records, and other records pertinent to contracts or sub-awards awarded under this IGA shall be retained by each organization participating in the program for at least three (3) years for purposes of federal examination and audit.
2. The 3-year retention period set forth in paragraph one (1) above, begins at the end of the first year of completion of service under the IGA. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 3-year period, whichever is later.
3. Access to Records: The USMS and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of recipients or its sub-recipients/contractors, which are pertinent to the award, in order to make audits, examinations, excerpt, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
4. Delinquent Debt Collection: The USMS will hold recipient accountable for any overpayment, audit disallowance, or any breach of this agreement that results in a debt owed to the Federal Government. The USMS may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards.

**ARTICLE XI - GOVERNMENT FURNISHED PROPERTY**

1. It is the intention of the USMS to furnish excess federal property to Local Governments for the specific purpose of improving jail conditions and services. Accountable excess property, such as furniture and equipment, remains titled to the USMS and shall be returned to the custody of the USMS upon termination of the agreement.
2. The Local Government agrees to inventory, maintain, repair, assume liability for, and manage all federally provided accountable property as well as controlled excess property. Such property cannot be removed from the jail without the prior written approval of USMS Headquarters. The loss or destruction of any such excess property shall be immediately reported to the USM and USMS Headquarters. Accountable and controlled excess property includes any property with a unit acquisition value of \$1,000 or more, all furniture, as well as equipment used for security and control, communication, photography, food service, medical care, inmate recreation, etc.
3. The suspension of use or restriction of bedspace made available to the USMS are agreed to be grounds for the recall and return of any or all government furnished property.
4. The dollar value of property provided each year will not exceed the annual dollar payment made by the USMS for prisoner support unless a specific exemption is granted by the Chief, Prisoner Services Division, USMS Headquarters.
5. It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

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ARTICLE XII - MODIFICATIONS/DISPUTES

1. Either party may initiate a request for modification to this agreement in writing. All modifications negotiated will be written and approved by a USMS Grant Specialist and submitted to the Local Government on form USM 241a for approval.
2. Disputes, questions, or concerns pertaining to this agreement will be resolved between the USM and the appropriate Local Government official. Space guarantee questions along with any other unresolved issues are to be directed to the Chief, Prisoner Services Division, for final decision.

ARTICLE XIII - INSPECTION

The Local Government agrees to allow periodic inspections of the facility by USMS inspectors. Findings of the inspection will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. The mandatory minimum conditions of confinement which are to be met during the entire period of the IGA agreement are:

1. Adequate, trained jail staff will be provided 24 hour a day to supervise prisoners. Prisoners will be counted at least once on every shift, but at least twice in every 24-hour period. One of the counts must be visual to validate prisoner occupancy.
2. Jail staffing will provide full coverage of all security posts and full surveillance of inmates.
3. Jail will provide for three meals per day for prisoners. The meals must meet the nationally recommended dietary allowances published by the National Academy of Sciences.
4. Jail will provide 24-hour emergency medical care for prisoners and ensure that they have adequate access to any prescription medications.
5. Jail will maintain an automatic smoke and fire detection and alarm system, and maintain written policies and procedures regarding fire and other safety emergency standards.
6. Jail will maintain a water supply and waste disposal program that is certified to be in compliance with applicable laws and regulations.

ARTICLE XIV - CONFLICT OF INTEREST

Personnel and other officials connected with the agreement shall adhere to the requirements given below:

1. Advice. No official or employee of the recipient, a sub-recipient, or a contractor shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which Department of Justice funds are used, where to his/her knowledge, he/she or his/her immediate family, partner, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

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2. **Appearance.** In the use of Department of Justice project funds, officials or employees of the recipient, a sub-recipient or a contractor, shall avoid any action which might result in, or create the appearance of:

- a. Using his or her official position for private gain;
- b. Giving preferential treatment to any person;
- c. Losing complete independence or impartiality;
- d. Making an official decision outside official channels;
- or
- e. Affecting adversely the confidence of the public in the integrity of the government or the program.

**ARTICLE XV - GUARD/TRANSPORTATION SERVICES TO MEDICAL FACILITY**

1. The Local Government agrees, upon request of the Federal Government in whose custody a prisoner is held, to provide:

- a. Transportation and escort guard services for federal prisoners housed at their facility to and from a medical facility for outpatient care, and
- b. Transportation and stationary guard services for federal prisoners admitted to a medical facility.

2. Such services will be performed by at least two (2) armed qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

3. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

4. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability or workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

5. The Federal Government agrees to reimburse the Local Government at the rate stipulated on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**ARTICLE XVI - GUARD/TRANSPORTATION SERVICES TO U.S. COURTHOUSE**

1. The Local Government agrees upon request of the USM in whose custody a prisoner is held, to provide transportation and escort guard services for federal prisoners housed at their facility to and from the U.S. Courthouse. The Local Government agrees to the following:

- a. Transportation and escort guard services will be performed by at least two (2) armed qualified officers employed by the Local Government under their policies, procedures, and practices, and will augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, and contraband control;



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b. Upon arrival at the courthouse, transportation and escort guard will turn federal prisoners over to Deputy U.S. Marshals only upon presentation by the deputy of proper law enforcement credentials;

c. The Local Government will not transport federal prisoners to any U.S. Courthouse without a specific request from the USM who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

2. Each prisoner will be restrained in handcuffs, waist chains, and leg irons during transportation.

3. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the Local Government under their policies, procedures, and practices. The Local Government agrees to augment such practices as may be requested by the USM to enhance specific requirements for security, prisoner monitoring, visitation, and contraband control.

4. The Local Government will continue to be liable for the actions of its employees while they are transporting federal prisoners on behalf of the USMS. Further, the Local Government will also continue to provide workers' compensation to its employees while they are providing this service. It is further agreed that the local jail employees will continue to act on behalf of the Local Government in providing transportation to federal prisoners on behalf of the USMS.

5. Furthermore, the Local Government agrees to hold harmless and indemnify the USMS and its officials in their official and individual capacities from any liability, including third-party liability workers' compensation, arising from the conduct of the local jail employees during the course of transporting federal prisoners on behalf of the USMS.

6. The Federal Government agrees to reimburse the Local Government at the rate specified on page one (1) of this agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

**DROIGSA-07-0026**

INTER-GOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
OFFICE OF DETENTION AND REMOVAL  
AND  
PERRY COUNTY CORRECTIONAL CENTER

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This Inter-Governmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Perry County Correctional Center ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

Perry County Correctional Center ("Facility")  
Rt. 2, Box 176, Hwy 80  
Uniontown, AL 36786

**Article I. Purpose**

- A. **Purpose:** The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention, and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. **Responsibilities:** This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. **Guidance:** This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee day rate is \$45.00. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

## DROIGSA-07-0026

### Article II. General

- A. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in a delivery order to this Agreement that is supported by the ICE Contracting Officer. This Agreement is neither binding nor effective unless signed by the ICE Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer or the ICE Contracting Officer's Technical Representative (COTR) if it intends to house ICE detainees in a facility other than the Perry County Correctional Center, Uniontown, AL. If either that facility, or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.
- C. Consistent with Law: This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

### Article III. Covered Services

- A. Bedspace: The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the Service Provider's classification system. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article III.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE Contracting Officer or the ICE

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COTR. The types and levels of services shall be consistent with those the Service Provider routinely affords other inmates.

- C. Unit of Service and Financial Liability: The unit of service is called a "detainee day" and is defined as one person per day. The detainee day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs, which are not directly related to the housing and detention of detainees in accordance with OMB Circular A-87.
- D. Interpretive Services: The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within twenty-four (24) hours of the translation service.
- E. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by at least two (2) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities. See Article XVI.

### Article IV. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

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- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE Contracting Officer or the ICE COTR immediately regarding any such requests.
- D. Service Provider Right of Refusal: The Service Provider retains the right to refuse acceptance or request removal of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- E. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE Contracting Officer or the ICE COTR within two (2) hours of evacuation.

### Article V. DHS/ICE Detention Standards

#### SATISFACTORY PERFORMANCE:

The Service Provider is required to house detainees and perform related detention services in accordance with the most current edition of **ICE National Detention Standards** (<http://www.ice.gov/partners/dro/opsmanual/index.htm>). ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.

### Article VI. Medical Services

- A. Auspices of Health Authority: The Service Provider shall provide ICE detainees with on-site health care services under the control of a local government designated Health Authority. The Service Provider shall ensure equipment, supplies, and materials, as required by the Health Authority, are furnished to deliver health care on-site.
- B. Level of Professionalism: The Service Provider shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The Service Provider shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS).

## DROIGSA-07-0026

- C. Access to Health Care: The Service Provider shall ensure that on-site medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The Service Provider shall ensure that its employees solicit each detainee for health complaints and deliver the complaints in writing to the medical and health care staff. The Service Provider shall furnish the detainees instructions in his or her native language for gaining access to health care services as prescribed in Article III, Paragraph D.
- D. On-Site Health Care: The Service Provider shall furnish on-site health care under this Agreement. The Service Provider shall not charge any ICE detainee an additional fee or Co-payment for medical services or treatment provided at the Service Provider's facility. The Service Provider shall ensure that ICE detainees receive no lower level of on-site medical care and services than those it provides to local inmates. On-site health care services shall include arrival screening within twenty-four (24) hours of arrival at the Facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.
- E. Arrival Screening: Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin Skin Test (PPD), and recording the history of past and present illnesses (mental and physical). The health care service provider or trained health care personnel may perform the arrival screening.
- F. Acceptance of Detainees with Extreme Health Conditions: If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the Service Provider shall notify the ICE Contracting Officer or the ICE COTR. Upon such notification the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. DIHS Pre-Approval for Non-Emergency Off-Site Care: The Service Provider shall obtain DIHS approval for any non-emergency, off-site healthcare for any detainee. DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Service Provider shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The Service Provider shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The Service Provider shall submit supporting documentation for non-routine, off-site medical health services to DIHS. For medical care provided outside the facility, DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Service Provider for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Service Provider shall send all requests for pre-approval for non-emergent off-site care to:

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Phone: (888) 718-8947  
FAX: (866) 475-9349  
Via website: www.inshealth.org

The Service Provider is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

United States Public Health Services  
Division of Immigration Health Services  
1220 L Street, NW PMB 468  
Washington, DC 20005-4018  
(Phone): (888)-718-8947  
(FAX): (866)-475-9349  
Via website: www.inshealth.org

- H. Emergency Medical Care: The Service Provider shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the Service Provider shall obtain the medical treatment required to preserve the detainee's health. The Service Provider shall have access to an off-site emergency medical provider at all times. The Health Authority of the Service Provider shall notify the DIHS Managed Care Coordinator by calling the telephone number listed in paragraph G above as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.
- I. OffSite Guards: The Service Provider shall provide guards at all times detainees are admitted to an outside medical facility.
- J. DIHS Visits: The Service Provider shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.

**Article VII. No Employment of Unauthorized Aliens**

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

**Article VIII. Period of Performance**

- A. This Agreement shall become effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect indefinitely

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unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

- B. Basis for Price Adjustment: A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service. See Article XI. Adjusting the Detainee Day Rate.

### Article IX. Inspection

- A. Jail Agreement Inspection Report: The Jail Agreement Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Jail Agreement Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. Possible Termination: If the Service Provider fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to the provisions of Articles VIII and X.
- C. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. Access to Detainee Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

### Article X. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this



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Agreement only after the ICE Contracting Officer and the authorized signatory of the Service Provider have approved the modification in writing.

- B. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes shall be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

### Article XI. Adjusting the Detainee Day Rate

ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties (either the Service Provider or ICE) may request an upward or downward adjustment of the detainee rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely. The Service Provider must submit the request for rate adjustment at least sixty (60) days prior to the expected effective date of the new detainee day rate.

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

### Article XII. Enrollment, Invoicing, and Payment

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

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- B. Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Department of Homeland Security  
ATTN: Immigration and Customs Enforcement  
Deportation Unit: Oakdale  
1010 East Whatley Road  
Oakdale, LA 71463  
Phone: 318-335-0713  
Fax: 318-3335-4216

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the ICE Deportation office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

**Article XIII. Government Furnished Property**

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

**Article XIV. Hold Harmless and Indemnification Provisions**

- A. Service Provider Held Harmless: ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to

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any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*

- B. Federal Government Held Harmless: The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

### Article XV. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.

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- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

### Article XVI. Guard/Transportation Services

- A. Transport Services Rate: The Service Provider agrees, upon request of the Federal Government in whose custody an ICE detainee is held, to 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 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 transportation will be reimbursed at the rate of \$18.00 per hour. Transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates. At least two (2) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices will perform transport services.
- B. Medical Transportation: Transportation and/or escort/stationary guard services for ICE detainees housed at the Service Provider's facility to and from a medical facility for outpatient care, and transportation and/or escort guard services for ICE detainees housed at the Service Provider's facility admitted to a medical facility; and to detainees attending off-site court proceedings. An officer or officers, shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Service Providers agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation and contraband control.
- C. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- D. Personal Vehicles: The Service Provider shall not allow employees to use their personal vehicles to transport detainees. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
- E. Training and Compliance: The Service Provider shall comply with ICE transportation standards (<http://www.ice.gov/partners/dro/opsmanual/index.htm>) related to the number of hours the Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the

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same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this agreement.

- F. Same Sex Transport: During all transportation activities, at least one (1) officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- G. Miscellaneous Transportation: The COTR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- H. Billing Procedures: 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.

**Article XVII. Contracting Officer's Technical Representative (COTR):**

The Contracting Officer's Technical Representative (COTR) will be appointed by the Contracting Officer. When and if the COTR duties are reassigned, an administrative modification will be issued to reflect the changes. 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.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Perry County Corrections Center, Uniontown, AL and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Perry County Jail Commission

Contracting Officer (Signature)  
ICF Representative

Richard Harrison  
PCJC Representative

Print: SUSAN D. ERICKSON

Print: Richard Harrison

Date: 8/21/07

Date: 8-17-07

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00001 01/07/2008

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE  
 ICE/Detent Mngt/Detent Contracts-DC ICE/Detent Mngt/Detent Contracts-DC  
 Immigration and Customs Enforcement Immigration and Customs Enforcement  
 Office of Acquisition Management Office of Acquisition Management  
 425 I Street NW, Suite 2208 425 I Street NW, Suite 2208  
 Washington DC 20536 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT (x)  
 ATTN DAVE CARSON  
 RR 2 BOX 176  
 UNIONTOWN AL 36786-9334  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0026/  
 (x)  
 10B. DATED (SEE ITEM 11)  
 01/07/2008

CODE 8067318110000 FACILITY CODE 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 20-4048298  
 DUNS Number: 806731811  
 The purpose of this modification is to incorporate the Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for Perry County and the security requirement for employment screening into the Inter Governmental Service Agreement (IGSA) number DROIGSA-07-0026/.

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Susan D. Erickson  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 [Signature] 3/17/08 [Signature] 3/31/08

NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b)The Wage Determination Number 2007-0185, Revision 1, dated 08/24/2007, with adopted wage rates and benefits for Perry County is hereby incorporated into the referenced IGSA per enclosed Attachment II, to this modification.</p> <p>c)The Security requirements for employment screening are incorporated into the referenced IGSA under Article VII. Employment Screening Requirements are listed as follows.</p> <p>Article VII. Employment Screening Requirements</p> <p>A. General. The service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.</p> <p>B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:</p> <ol style="list-style-type: none"> <li>1. Felony convictions</li> <li>2. Conviction of a sex crime</li> <li>3. Offense/s involving a child victim</li> <li>4. Felony drug convictions</li> <li>5. Pattern of arrests, without convictions, that bring into question a person's judgment and reliability to promote efficiency and integrity of the ICE mission.</li> <li>6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision.</li> </ol> <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Provider.</p> <p>The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026//P00001

PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.</p> <p>The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.</p> <p>The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.</p> <p>C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Service Provider.</p> <p>d) All other terms and conditions within the referenced IGSA remain the same.</p> <p>POC: Arnold Casterline, Contracting Specialist-202- [REDACTED] b6</p>				



TITLE 29--LABOR

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

Subpart A Service Contract Labor Standards Provisions and Procedures

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

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

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

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

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

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

of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

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

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

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

to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

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

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

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

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

4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

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

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

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

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

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

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

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

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

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

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

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

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

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

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

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Monetary fringe	Employee class benefit	wage-
	GS-07	\$18.66
	GS-09	\$22.83

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

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains

vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

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

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

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

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

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

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

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

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts,

authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

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

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

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

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

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

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

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

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of



the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

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Paragraph	OMB control number
(b) (2) (i) -- (iv) .....	1215-
0150	
(e) .....	1215-
0150	
(g) (1) (i) -- (iv) .....	1215-
0017	
(g) (1) (v), (vi) .....	1215-
0150	
(l) (1), (2) .....	1215-
0150	
(q) (3) .....	1215-
0017	

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[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61

FR 68663, Dec. 30, 1996]

<p style="text-align: center;"><b>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</b></p> <p style="text-align: center;">By direction of the Secretary of Labor</p> <p>William W.Gross      Division of Wage Director                      Determinations</p>	<p style="text-align: center;">U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210</p> <p style="text-align: center;">Wage Determination No.: 2007-0185 Revision No.: 1 Date of Last Revision: 08/24/2007</p>
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State: Alabama

Area: Alabama County of Perry

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

United States Marshals Service, Witness Security and Prisoner Operations Division and Perry County Detention Center in Alabama

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

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

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**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/17/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/DM/DI	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than Item 6) ICE/DM/DI	CODE ICE/DM/DI

ICE/Detention Mngt/Detention IGSA's  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite 930  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT ATTN DAVE CARSON RR 2 BOX 176 UNIONTOWN AL 36786-9334	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0026/
		10B. DATED (SEE ITEM 11) 08/17/2007
CODE 8067318110000	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

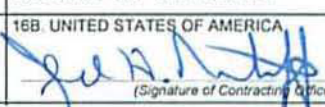
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 806731811  
 Field POC: Marlene Cloud 318- [b6]  
 Lori Wilson 318- [b6]  
 Program POC: Vicki Taylor 202- [b6]  
 M.J. Bates 202- [b6]  
 OAQ POC: Jerald Neveleff, Contracting Officer, 202- [b6]  
 Arnold Casterline, Contract Specialist, 202- [b6]

The purpose of this modification is to revise the Invoicing Language under Article XII, paragraph B. Effective 17 November 2008, Invoices shall be submitted via one of the 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 17 NOV 08

NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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-FNL</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact &amp; # 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.</p> <p>The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE on or after Nov 17, 2008 to ensure prompt payment provisions are met. Please remember that failure to remain up to date in CCR will cause no payment to be processed as well as no funding rewarded. It is the responsibility of the contractor to maintain registration in CCR.</p> <p>2.The information required with each invoice submission is as follows:</p> <p>Each invoice submitted shall contain the following information:</p> <p>a.the name and address of the facility; b.Invoice date and number; c.Agreement number, line item number and, if applicable, the Task order number; d.Terms of any discount for prompt payment offered; e.Name, title, and phone number of person to notify in event of defective invoice; 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.) g.the daily rate;</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026//P00002

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>h.the total number of residential/detainee days; i.the name of each ICE resident/detainee; j.resident's/detainee's A-number; k.specific dates of detention for each resident/detainee; l.the total residential/detainee days multiplied by the daily rate; m.For 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.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission.</p>				

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

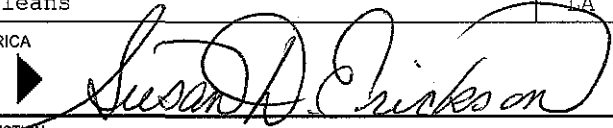
**IMPORTANT: Mark all packages and papers with contract and/or order numbers.**

1. DATE OF ORDER 09/17/2007		2. CONTRACT NO. (if any) DROIGSA070026		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEOP-07-F-IG044		4. REQUISITION/REFERENCE NO. OAK07112.1		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536				c. CITY Washington	e. ZIP CODE 20536
7. TO: DAVE CARSON				f. SHIP VIA Scott Sutterfield	
a. NAME OF CONTRACTOR PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME				REFERENCE YOUR:	
c. STREET ADDRESS RR 2 BOX 176				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY UNIONTOWN		e. STATE AL	f. ZIP CODE 36786-9334	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)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
				16. DISCOUNT TERMS Net 30	

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: 20-4048298 DUNS Number: 806731811 This is a NOT-TO-EXCEED Task Order issued against the Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0044 for detention and transportation services. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME Department of Homeland Security						\$1,500,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Immigration and Customs Enforcement 1250 Poydras Street							
c. CITY New Orleans		d. STATE LA	e. ZIP CODE 70113-1807		\$1,500,000.00			

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 3

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

DATE OF ORDER  
09/17/2007

CONTRACT NO.  
DROIGSA070026

ORDER NO.  
HSCEOP-07-F-IG044

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This order is issued under the authority of the Immigration and Nationality Act, as amended, and in accordance with the attached IGSA between the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement (ICE) Office of Detention and Removal (DRO), and Perry County Correctional Center.</p> <p>DRO Program Office POC: Sophia Edwards, (202) [REDACTED] b6</p> <p>Contract Officer's Technical Rep: TBD</p> <p>ICE Office of Acquisition Management POC: Stephanie Baker, (202) [REDACTED] b6</p> <p>Period of performance begins September 01, 2007 and is not to exceed sixty (60) months from date of award.</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Room 2208 Washington, DC 20536</p>					
0001	<p>Alien Adult Detention - For the housing, care and detention for persons detained, at a daily rate of \$45.00 per day , per detainee</p> <p>Accounting Info: [REDACTED] b2High</p> <p>Funded: \$1,380,000.00</p>	1	LO	1,380,000.00	1,380,000.00	
0002	<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 Continued ...</p>	1	LO	120,000.00	120,000.00	

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

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

PAGE OF PAGES  
3 3

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

DATE OF ORDER 09/17/2007	CONTRACT NO. DROIGSA070026	ORDER NO. HSCEOP-07-F-IG044
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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. SEPTEMBER 1, 2007 THRU OCTOBER 31, 2007.</p> <p>Accounting Info:  <div style="background-color: black; color: white; padding: 2px; text-align: center;">b2High</div>                     Funded: \$120,000.00                      INVOICING INSTRUCTIONS: Please submit one (1) original invoice to the Program Office POC. The program official must verify that the goods and/or services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p> <p>The provider shall notify the Contracting Officer and Contracting Officer's Technical Representative in writing, when all allowable charges under this task order exceed 75% of the funded amount authorized under the task order. In no event is the provider authorized to incur costs, or submit invoices, in excess of the total amount authorized by the task order.</p> <p>The invoice must also include: (1) The Contract number (DROIGSA070026) in block #2; (2) the Task Order number (HSCEOP07FIG00044) in block #3; and (3) the name of the COTR.</p> <p>Direct payment inquiries to (214) 915-6161.</p> <p>The total amount of award: \$1,500,000.00. The obligation for this award is shown in box 17(i).</p>					

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



**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 11/02/2007	2. CONTRACT NO. (If any) DROIGSA-07-0026	6. SHIP TO:	
3. ORDER NO. HSCEDM-08-F-IG033		4. REQUISITION/REFERENCE NO. OAK08005.1	
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	e. ZIP CODE 20536
d. STATE DC	

7. TO: DAVE CARSON	f. SHIP VIA
a. NAME OF CONTRACTOR PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT	
b. COMPANY NAME	

8. TYPE OF ORDER	
<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
REFERENCE YOUR:	
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
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 UNIONTOWN	f. ZIP CODE 36786-9334
e. STATE AL	

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
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	Destination
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	

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 Net 30
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: 806731811 This task order is issued against: DROIGSA-07-0026  The purpose of this task order is to incrementally fund FY08 contract 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			\$550,000.00
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) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER
--	--

**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.  
11/02/2007      DROIGSA-07-0026

ORDER NO.  
HSCEDM-08-F-IG033

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>performance Subject To The Availability of Funds (SAF). As FY08 funds continue to become 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>DRO Program Office POC: Sophia Edwards, (202) [REDACTED] b6 .</p> <p>Contracting Officer's Technical Rep (COTR): TBD</p> <p>ICE Office of Acquisition Management POC: Stephanie Baker, (202) [REDACTED] b6 .</p> <p>Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington, DC 20536</p> <p>All other terms and conditions of the IAA (DROIGSA-07-0026) remain the same. Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Alien Adult Detention - For the housing, care and detention for persons detained , at a daily rate of \$45.00 per day , per detainee</p> <p>Accounting Info: [REDACTED] b2High Continued ...</p>	1	LO	510,000.00	510,000.00	

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

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

PAGE OF PAGES

3 3

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

DATE OF ORDER 11/02/2007	CONTRACT NO. DROIGSA-07-0026	ORDER NO. HSCEDM-08-F-IG033
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0002	<p align="center">b2High</p> <p>Funded: \$510,000.00</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 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>Accounting Info:</p> <p align="center">b2High</p> <p>Funded: \$40,000.00</p> <p>The total amount of award: \$550,000.00. The obligation for this award is shown in box 17(i).</p>	1	LO	40,000.00	40,000.00	

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. OAK08005.2	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: S. Baker Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT ATTN DAVE CARSON RR 2 BOX 176 UNIONTOWN AL 36786-9334		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8067318110000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0026 HSCEDM-08-F-IG033	10B. DATED (SEE ITEM 11) 11/02/2007

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule Net Increase: \$840,000.00

**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) DROIGSA-07-0026 and SUBJECT TO THE AVAILABILITY OF FUNDS

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: 806731811

This task order is issued against: DROIGSA-07-0026

The purpose of this task order 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 funded amount.

Availability of Funds: Funds are available for this contract to cover the period of performance through 12/14/07. The Government's obligation beyond 12/14/07 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 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)  (Signature of person authorized to sign)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff  (Signature of Contracting Officer)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA 03 Jan 08
	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 DROIGSA-07-0026/HSCEDM-08-F-IG033/P00001

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR  
 PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>DRO Program Office POC: Sophia Edwards, (202) [REDACTED] b6</p> <p>Contracting Officer's Technical Rep (COTR): TBD</p> <p>ICE Office of Acquisition Management POC: Stephanie Baker, (202) [REDACTED] b6</p> <p>Admin Office:                      US Department of Homeland Security                      Immigration and Customs Enforcement                      425 I Street, NW                      Rm 2208                      Washington, DC 20536</p> <p>All other terms and conditions of the IGSA (DROIGSA-07-0026) remain the same.</p> <p>LIST OF CHANGES:                      Total Amount for this Modification: \$840,000.00                      New Total Amount for this Version: \$1,390,000.00                      New Total Amount for this Award: \$1,390,000.00                      Obligated Amount for this Modification: \$840,000.00                      New Total Obligated Amount for this Award: \$1,390,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 1                      Unit Price changed from \$510000.00000 to \$1250000.00000                      Total Amount changed from \$510,000.00 to \$1,250,000.00                      Obligated Amount for this modification: \$740,000.00</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/DRO                      Amount changed from \$510,000.00 to \$1,250,000.00</p> <p>CHANGES FOR ACCOUNTING CODE:                      [REDACTED] b2High</p> <p>Quantity changed from 1 to .408                      Percent changed from 100 to 40.8</p> <p>NEW ACCOUNTING CODE ADDED:                      Account code:                      [REDACTED] b2High</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026/HSCEDM-08-F-IG033/P00001

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2High</p> <p>Quantity: .592 Amount: \$740,000.00 Percent: 59.2 Subject To Funding: N Payment Address:     Dallas Finance Center     P.O. Box 561567     Attn: Bolton/Sheffield     Dallas TX 75356-1567</p> <p>CHANGES FOR LINE ITEM NUMBER: 2 Quantity changed from 1 to 0 Unit changed from Lot to Unit Price changed from \$40000.00000 to \$.00000 Total Amount changed from \$40,000.00 to \$140,000.00 Obligated Amount for this modification: \$100,000.00 Qualifier changed from By Quantity to By Dollars</p> <p>CHANGES FOR DELIVERY LOCATION: ICE/DRO Quantity changed from 1 to 0 Amount changed from \$40,000.00 to \$140,000.00</p> <p>CHANGES FOR ACCOUNTING CODE: b2High</p> <p>Quantity changed from 1 to 0 Percent changed from 100 to 28.57143</p> <p>NEW ACCOUNTING CODE ADDED: Account code: NONE000-000 BA 31-12-00-000 b2High</p> <p>Quantity: 0 Amount: \$100,000.00 Percent: 71.42857 Subject To Funding: N Payment Address:     Dallas Finance Center     P.O. Box 561567     Attn: Bolton/Sheffield     Dallas TX 75356-1567</p> <p>Delivery: 30 Days After Award Discount Terms: Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026/HSCEDM-08-F-IG033/P00001

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Net 30 Delivery Location Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>Alien Adult Detention - For the housing, care and detention for persons detained , at a daily rate of \$45.00 per day , per detainee</p> <p>Accounting Info: [REDACTED] b2High</p> <p>Funded: \$740,000.00</p>	1	LO	1,250,000.00	1,250,000.00
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</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 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>Accounting Info: [REDACTED] b2High</p> <p>Funded: \$100,000.00</p>	1	LO	140,000.00	140,000.00

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 11/14/2008		2. CONTRACT NO. (If any) DROIGSA-07-0026/		6. SHIP TO:	
3. ORDER NO. HSCEM-09-F-IG048		4. REQUISITION/REFERENCE NO. 192109FNLOAK14019		a. NAME OF CONSIGNEE ICE Detention & Removal	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536				b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
				c. CITY Washington	e. ZIP CODE 20536
7. TO: DAVE CARSON				f. SHIP VIA	
a. NAME OF CONTRACTOR PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS RR 2 BOX 176				REFERENCE YOUR:	
d. CITY UNIONTOWN				e. STATE AL	
				f. ZIP CODE 36786-9334	
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	
<input type="checkbox"/> a. SMALL <input checked="" 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				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		30 Days After Award	
16. DISCOUNT TERMS					
17. SCHEDULE (See reverse for Rejections)					

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 806731811 This Task Order is issued against Inter-Governmental Service Agreement (IGSA) #DROIGSA-07-0026, for adult detention services.  Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE						\$1,452,750.00
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O.Box 1620 Attn: ICE-DRO-FOD-FNL						
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620		\$1,452,750.00	17(i) GRAND TOTAL

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

PAGE OF PAGES

2      3

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

11/14/2008

DROIGSA-07-0026/

HSCEM-09-F-IG048

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(A)	(B)	(C)	(D)	(E)	(F)	(G)
	DRO Program Office POC: Ms. Natalie Ross, (202) [REDACTED] b6 Program Office POC: Marlene Cloud (318) [REDACTED] b6 Contracting Officer: Mr. Jerald Neveleff, (202) [REDACTED] b6 Contracts Specialist: Ms. Gervonna Crump, (202) [REDACTED] b6  Admin Office: US Department of Homeland Security Immigration and Customs Enforcement 801 I Street, NW 9th Floor Washington, DC 20536					
0001	ALIEN DETENTION AND CARE OF PERSONS DETAINED AT A DAILY FIXED RATE OF \$45.00 PER DAY PER DETAINEE.  Accounting Info: [REDACTED] b2High  Funded: \$1,368,750.00	30416.66666	EA	45.00	1,368,750.00	
0002	FY 2009 GUARD/TRANSPORTATION SERVICE -PROVIDE ALL SUCH GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES AS DIRECTED BY THE ICE COTR OR DESIGNATED ICE OFFICIAL.  Accounting Info: [REDACTED] b2High  Funded: \$84,000.00 Invoicing Instructions: Please refer to the basic agreement of DROIGSA-07-0026 for invoicing instructions.  Please include Purchase Order Number HSCEM-09-F-IG048 on all invoices to expedite payment.  The total amount of award: \$1,452,750.00. Continued ...		1 LO	84,000.00	84,000.00	

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.

11/14/2008

DROIGSA-07-0026/

HSCEDM-09-F-IG048

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

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

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00001 02/12/2009 See Schedule

6. ISSUED BY CODE ICE/DM/DI 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DI  
 ICE/Detention Mngt/Detention IGSA's  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street NW, Suite 930  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
 PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT  
 ATTN DAVE CARSON  
 RR 2 BOX 176  
 UNIONTOWN AL 36786-9334  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 DROIGSA-07-0026/  
 HSCEDM-09-F-IG048  
 10B. DATED (SEE ITEM 11)  
 11/14/2008  
 CODE 8067318110000 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) Net Increase: \$1,375,620.00  
 See Schedule

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

CHECK ONE  
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X DROIGSA-07-0026

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: 806731811  
 The purpose of this modification is to add FY 2009 funding to task order HSCEDM-09-F-IG04 against IGSA DROIGSA-07-0026.  
 DRO Program Office POC: Ms. Natalie Ross, (202) [redacted] b6  
 Program Office POC: Marlene Cloud (318) [redacted] b6  
 Contracting Officer: Mr. Jerald Neveleff, (202) [redacted] b6  
 Contracts Specialist: Bethany Stutler, (202) [redacted] b6

Admin Office:  
 US Department of Homeland Security  
 Immigration and Customs Enforcement  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Jerald H. Neveleff

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026//HSCEDM-09-F-IG048/P00001

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NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>801 I Street, NW 9th Floor Washington, DC 20536 Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 11/01/2008 to 04/30/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION AND CARE OF PERSONS DETAINED 58652 AT A DAILY FIXED RATE OF \$45.00 PER DAY PER DETAINEE. The quantity is increased from 30,416.66 by 28,236 to 58,652.66. Requisition No: 192109FNLOAK14019, 192109FNLOAK14019.1</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>Funded: \$0.00</p>	66666	EA	45.00	2,639,370.00
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>FY 2009 GUARD/TRANSPORTATION SERVICE -PROVIDE ALL SUCH GUARD/TRANSPORTATION SERVICES AS MAY BE REQUIRED TO TRANSPORT DETAINEES AS DIRECTED BY THE ICE COTR OR DESIGNATED ICE OFFICIAL. Amount has been increased from 84,000 by 105,000 to 189,000. Requisition No: 192109FNLOAK14019, 192109FNLOAK14019.1</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>Funded: -\$.84 Accounting Info: Continued ...</p>	1	LO	189,000.00	189,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-07-0026//HSCEDM-09-F-IG048/P00001

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NAME OF OFFEROR OR CONTRACTOR  
PERRY COUNTY CAPITAL IMPROVEMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2High</p> <p>Funded: \$105,000.84 Invoicing Instructions: Please refer to the basic agreement of DROIGSA-07-0026 for invoicing instructions.</p> <p>Please include Purchase Order Number HSCEDM-09-F-IG048 on all invoices to expedite payment.</p>				