

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

INTER-GOVERNMENTAL SERVICE AGREEMENT

CITY OF ELOY, ARIZONA

This Inter-Governmental Service Agreement (IGSA) is for Detention Services to be provided to United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", for the detention and care of aliens (hereafter referred to as "DETAINEES").

FACILITY LOCATION:

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

Eloy Detention Center
1705 East Hanna Road
Eloy, Arizona 85231

PERFORMANCE:

The PROVIDER is required to house ICE detainees, to perform in accordance with the most current editions of ICE Detention Requirements, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER shall maintain continual compliance with ACA accreditation standards during performance of this agreement.

The PROVIDER shall be responsible for all costs associated with obtaining and maintaining full accreditation by ACA.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

PAYMENT RATE



CITY OF ELOY, ARIZONA

DROIGSA-06-0002

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

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

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however repurchased), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

This agreement in no way obligates Immigration and Customs Enforcement to any minimum population guarantee.

MODIFICATION:

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

TRANSPORTATION SERVICES:

1. The **PROVIDER** shall provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to off-site medical providers. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the **PROVIDER** shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The **PROVIDER** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those **PROVIDER** personnel are provided for in

CITY OF ELOY, ARIZONA

DROIGSA-06-002

the other areas of this agreement.

3. During all transportation activities, at least one officer shall be the same sex as the detainee(s). Questions concerning guard assignments shall be directed to the COTR for final determination.
4. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
5. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
6. The PROVIDER shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

GUARD SERVICES:

The PROVIDER agrees to provide stationary guard services as requested or required for detainees who are committed to, or require, medical services beyond the secure perimeter of the facility. Qualified law enforcement or correctional officer personnel employed by the PROVIDER under their policies, procedure and practices will perform such services. The PROVIDER agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Reimbursement for these stationary guard services is not separately priced and is included in the per diem rate.

MEDICAL SERVICES:

In the event of an emergency, the PROVIDER shall proceed immediately with necessary medical treatment. In such event, the PROVIDER shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

The PROVIDER agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The PROVIDER agrees to provide ICE detainees with the level of medical care and services as appropriate as part of the per diem rate. This rate includes but is not limited to:

CITY OF ELOY, ARIZONA

DROIGS:A-06-0002

- On-site sick call, medical appointments/services;
- Medication (over the counter/non-legend and routine drugs and medical supplies);
- Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or outpatient.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The PROVIDER agrees to cover all outside medical costs up to \$3,000.00 per event associated with hospital or health care services specifically provided to any detainee.

The PROVIDER shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

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

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

INSPECTION:

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

PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

The per diem rate shall be \$68.45 and may not be adjusted prior to September 30, 2007. Thereafter, the per diem rate shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. 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 by Immigration and Customs

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

Enforcement. The rate may be renegotiated not more than once per year.

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.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. 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 ICE.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission

U.S. Immigration and Customs Enforcement
Phoenix Field District Office
2035 North Central Ave
Phoenix, Arizona 85004
(602) 379-3426

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

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Eloy, Arizona and U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

By: J. K. Wini

Date: 2/17/06

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

City of Eloy, Arizona

By: 

Date: 02/13/06

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

2

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

1. DATE OF ORDER 02/28/2006		2. CONTRACT NO. (If any) DROIGSA-06-0002		6. SHIP TO: a. NAME OF CONSIGNEE Immigration and Customs Enforcement	
3. ORDER NO. HSCEOP06FIG00002		4. REQUISITION/REFERENCE NO. FOW060029		b. STREET ADDRESS 425 I Street NW Rm 2208	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536				c. CITY Washington	
				d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR ELOY CITY OF				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS CITY OF ELOY 628 N MAIN ST				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY ELOY		e. STATE AZ	f. ZIP CODE 852310628		
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHMENT A				10. REQUISITIONING OFFICE Immigration and Customs Enforcement	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> 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) 03/30/2006	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: 866000662 DUNS Number: 002513422 This task order is placed against the Inter-Governmental Services Agreement (IGSA) No. DROIGSA-06-0002 for the Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME Detention & Removal Operations				\$14,648,300.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Eloy Detention Center 1705 East Hanna Road ATTN: OIC - John Crowther					
	c. CITY Eloy	d. STATE AZ	e. ZIP CODE 85231		\$14,648,300.00	

22. UNITED STATES OF AMERICA
BY (Signature)

Jan K. Wisor

23. NAME (Typed)
Jan K. Wisor
TITLE: CONTRACTING/ORDERING OFFICER

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

PAGE OF PAGES

2 2

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

DATE OF ORDER CONTRACT NO.
02/28/2006 DROIGSA-06-0002

ORDER NO.
HSCEOP06FIG00002

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>following services:</p> <ol style="list-style-type: none"> 1. Provide detention services in accordance with the attached IGSA, including housing, guards, transportation, and medical support services for the period March 1, 2006 through September 30, 2006 at the Eloy Detention Center located at 1705 Hanna Road, Eloy, Arizona, 85231. 2. Funding is provided for these services in the amount of \$14,648,300.00. 3. The total amount of funding obligated under this task order is \$14,648,300.00. 4. The ICE/DRO POC is John Crowther (520) 466-2000. 5. The ICE Office of Acquisition Management POC is Anthony Gomez (202) 307-6108. <p>ALL OTHER TERMS OF IGSA #DROIGSA-06-0002 REMAIN UNCHANGED.</p> <p>DETENTION SERVICES 1,000 MONDAYS PER DAY FOR 214 DAYS.</p> <p>Total amount of award: \$14,648,300.00. The obligation for this award is shown in box 17(i).</p>	214000	EA	68.45	14,648,300.00	

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

Form G-514
REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FOW060029

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
NONE000	000	BA	31-12-00-000	18-63-0000-00-00-00-00	GE-25-72-00	FFH	514,648,300.00

INTER-GOVERNMENTAL SERVICE AGREEMENT

CITY OF ELOY, ARIZONA

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PAYMENT RATE

Per Diem Rate: \$68.45

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

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The **PROVIDER** agrees to provide ICE detainees with the level of medical care and services as appropriate as part of the per diem rate. This rate includes but is not limited to:

- On-site sick call, medical appointments/services;
- Medication (over the counter/non-legend and routine drugs and medical supplies);
- Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or outpatient.

When specifically requested by ICE, the **PROVIDER** agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per diem rate, to the **PROVIDER** for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The **PROVIDER** agrees to cover all outside medical costs up to **\$3,000.00** per event associated with hospital or health care services specifically provided to any detainee.

The **PROVIDER** shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

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

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

INSPECTION:

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

PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

The per diem rate shall be **\$68.45** and may not be adjusted prior to September 30, 2007. Thereafter, the per diem rate shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. 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 by Immigration and Customs

Enforcement. The rate may be renegotiated not more than once per year.

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.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. 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 ICE.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission

U.S. Immigration and Customs Enforcement
Phoenix Field District Office
2035 North Central Ave
Phoenix, Arizona 85004
(602) 379-3426

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

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Eloy, Arizona and U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

By: _____

Date: _____

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

Enforcement. The rate may be renegotiated not more than once per year.

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(B) Invoices Submission

U.S. Immigration and Customs Enforcement
Phoenix Field District Office
2035 North Central Ave
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(602) 379-3426

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IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Eloy, Arizona and U.S. Immigration and Customs Enforcement.

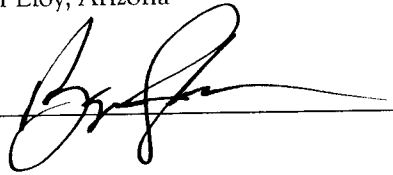
ACCEPTED:

U.S. Immigration and Customs Enforcement

By: Jan K. Wini

Date: 2/17/06

City of Eloy, Arizona

By:  _____

Date: 02/14/06 _____

Damon T. Hininger
Vice President,
Federal Customer Relations

January 23, 2007

Via Electronic and Regular Mail

Mr. Timothy Perry
Deputy Assistant Director
Detention Operations
Detention and Removal Operations
Immigration and Customs Enforcement
801 "I" Street, N.W.
Washington, DC 20536

**RE: INTERGOVERNMENTAL SERVICE AGREEMENT NO. DROIGSA-06-0002
ELOY DETENTION CENTER**

Dear Mr. Perry:

Due to the impending transfer of medical services from Corrections Corporation of America (CCA) to the United States Public Health Service (PHS) at our Eloy Detention Center in Eloy, Arizona, we are proposing a reduced per diem amount.

The current per diem of \$68.45 will be reduced by \$3.98. Therefore, subject to ICE's approval, the new per diem amount at Eloy will be \$64.47 effective February 1, 2007, contingent, of course, upon all medical operations having been transferred to PHS by that date.

Please call me at your convenience at [REDACTED] b2Low to discuss this matter further. In the meantime, CCA is looking forward to a smooth transition of medical services at Eloy.

Sincerely,



Damon T. Hininger, Vice President
Federal Local Customer Relations

DTH:s

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 02/01/2007	4. REQUISITION/PURCHASE REQ. NO. FOW070007B	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) ELOY CITY OF CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		9A. AMENDMENT OF SOLICITATION NO. (b)	9B. DATED (SEE ITEM 11)
CODE 0025134220000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002 HSCBOP06FIG00002	10B. DATED (SEE ITEM 11) 02/28/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 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: \$23,307,065.46
See Schedule

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

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

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

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

Tax ID Number: 86-6000662

DUNS Number: 002513422

The purpose of this modification is change medical services, which reduces the per diem rate and add 1500 beds for detention service located at the Eloy Detention Center, Eloy, Arizona on the Inter-Governmental Service Agreement (IGSA) DROIGSA-06-0002.

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) Byron K. Jackson	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTOR/OFFICER 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 5/14/07	16C. DATE SIGNED 5/15/07

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCEOP06FIG00002/F00004

NAME OF OFFEROR OR CONTRACTOR
 ELOY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	<p>Delivery: 30 Days After Award Discount Terms: [REDACTED] b2Low</p> <p>Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536</p> <p>FOB: Destination</p> <p>The medical services is no longer required and the daily per diem rate is reduce by \$3.96 from \$68.45 to \$64.47.</p> <p>The total amount is decrease and deobligated by \$281,036.00 from \$343,750.00 to \$64,714.00.</p> <p>The medical services on pages 3 and 4 of the referenced IGSA is changed as follows:</p> <p>Remove:</p> <p>MEDICAL SERVICES:</p> <p>In the even of an emergency, the PROVIDER shall proceed immediately with necessary medical treatment. In such event, the PROVIDER shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.</p> <p>The PROVIDER agrees to accept and provide for the secure custody, care and safekeeping of detainees in accordance with the state and local laws, standards, policies, procedure, or court orders applicable to the operations of the facility.</p> <p>The PROVIDER agrees to provide ICE detainees with the level of medical care and services as appropriate as part of the per diem rate. This rate includes but is not limited to:</p> <ul style="list-style-type: none"> - On-site sick-call, medical appointments/service; - Medication (over the counter/non-legend and Continued ... 		EA	68.45	0.00

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCOP06FIG00002/P00004

NAME OF OFFEROR OR CONTRACTOR
 ELOY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>routine drugs and medical supplies);</p> <p>- Escort/Security services for transport to/from emergency or non-emergency health care services as either an in-patient or out patient.</p> <p>When specifically requested by ICE the PROVIDER agrees to arrange for and /or provide non-emergency ambulance transportation services to transport from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.</p> <p>The PROVIDER agrees to cover all outside medical costs up to \$3,000.00 per event associated with hospital care services specifically provided to any detainee.</p> <p>The PROVIDER shall also notify the designated contact person at the local ICE offices, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situation.</p> <p>Replace with:</p> <p>MEDICAL SERVICES:</p> <p>The U. S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.</p> <p>The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.</p> <p>Note: Optimum functioning of health services depends on a continuous flow of patients to and Continued ...</p>				

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCEDPO6HTIG00002/P00004

NAME OF OFFEROR OR CONTRACTOR
 ELOY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.</p> <p>The contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.</p> <p>The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.</p> <p>When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the contractor.</p> <p>Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.</p> <p>Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.</p> <p>The USPHS shall provide to the contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.</p> <p>Continued ...</p>				

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCFOPD6FLGDD002/P00004

PAGE OF
 5 5

NAME OF OFFEROR OR CONTRACTOR
 ELOY CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>Accounting Info: [REDACTED] b2Low</p> <p>DECREASE \$281,036.00 Funded: \$0.00</p> <p>Provide additional 1,500 beds for detention services at Eloy Detention Facility, Eloy, Arizona</p> <p>The daily rate is \$64.47 for the period of February 1, 2007 through September 30, 2007.</p> <p>Not To Exceed of \$23, 307,065.46</p> <p>All other terms and conditions remain the same</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$23,307,065.46</p>	361518	LO	64.47	23,307,065.46

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00001 11/27/2007 EPH080001.1

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
 425 I Street NW, Suite 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DROIGSA-06-0002
 HSCEDM-08-F-IG008
 10B. DATED (SEE ITEM 11)
 09/28/2007

CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: \$4,545,135.00

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

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

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

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

DUNS Number: 002513422
 The purpose of this modification is as follows:

1. Provide funding to continue detention services for 1500 beds for the period October 1, 2007 through September 30, 2008.
2. Remove the "Subject to the Availability of Funds" statement, as funds have become available.

All other terms and conditions remain unchanged.
 Delivery: 30 Days After Award
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Susan D. Erickson

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) Susan D. Erickson (Signature of Contracting Officer) 12/5/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCEDM-08-F-IG008/P00001

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: [REDACTED] Delivery Location Code: AZ6463 Department of Homeland Security Immigration & Customs Enforcement 2035 N. CENTRAL AVENUE Attn: Letitia Claridge or Alt. POC: Laura Quezada PHOENIX AZ 85004 Accounting Info: [REDACTED] FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008 Add Item 0001A as follows:				
0001A	Alien Adult Detention for housing and care of person detained 1,500 beds authorized	70500	EA	64.47	4,545,135.00

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00002 01/03/2008 FPH080001.2

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY CITY OF ELOY 628 N. MAIN ST ELOY AZ 852310628
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002 HSCEDM-08-F-IG008
 10B. DATED (SEE ITEM 11) 01/03/2008
 CODE 0025134220000 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: \$2,707,740.00
 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.
 X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 002513422
 The purpose of this modification is as follows:
 A. Provide funding to continue detention services for 1500 beds in the amount of \$2,707,740.00 for the period October 1, 2007 through September 30, 2008.

Delivery: 09/30/2008
 Discount Terms:

b2Low

Delivery Location Code: ICE/DRO
 ICE Detention & Removal
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Susan D. Erickson
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 1/03/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002/HSCEDM-08-F-IG008/P00002

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Alien adult Detention Service: For the detention, housing and care for persons detained.</p> <p>BED COST ESTIMATE: 1,500 BEDS authorized</p> <p>B. The total amount of this task order is increased by \$2,707,740.00 from \$4,545,135.00 to \$7,252,875.00.</p> <p>C. All other terms and conditions remain unchanged.</p>	42000	EA	64.47	2,707,740.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00003

01/28/2008

FPH080001.3

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

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

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

CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-06-0002
HSCEDM-08-F-IG008

10B. DATED (SEE ITEM 11)

09/28/2007

CODE 0025134220000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase:

\$1,448,705.37

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

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

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

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

DUNS Number: 002513422

The purpose of this modification is as follows:

A. Provide funding to continue detention services for 1500 beds in the amount of \$1,448,705.37 for the period October 1, 2007 through September 30, 2008.

This funding is under the continuing resolution thru 12/31/07.

Delivery: 12/31/2007

Discount Terms:

b2Low

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Susan D. Erickson
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	1/28/07

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002/HSCEDM-08-F-IG008/P00003

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery Location Code: ICE/DRO ICE Detention & 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 obligated amount):</p> <p>Alien adult Detention Service: For the detention, housing and care for persons detained.</p> <p>BED COST ESTIMATE: 1,500 BEDS authorized Fully Funded Obligation Amount \$1,448,705.37</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$1,448,705.37</p> <p>B. The total amount of this task order is increased by \$1,448,705.37 from \$7,252,875.00 to \$8,701,580.37.</p> <p>C. All other terms and conditions remain unchanged.</p> <p>POC: Arnold Casterline: Contract Specialist; [REDACTED] b2Low</p> <p>POC: Susan Erickson: Contracting Officer; [REDACTED] b2Low [REDACTED] b2Low</p>	1	LO	1,448,705.37	1,448,705.37

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00004

02/21/2008

FPH080001.4

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
425 I Street NW, Suite 2208
Washington DC 20536

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

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

CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-06-0002
HSCEDM-08-F-IG008

10B. DATED (SEE ITEM 11)

09/28/2007

CODE 0025134220000

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:

\$8,800,155.00

See Page 2

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 002513422

The purpose of this modification is as follows:

A. Provide funding to continue detention services for 1500 beds in the amount of \$8,800,155.00 for the period October 1, 2007 through September 30, 2008.

The Phoenix Field Office DRO POC is Letitia Claridge

b2Low

Delivery: 10/01/2007

Delivery Location Code: ICE/DRO

ICE Detention & Removal

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002/HSCEDM-08-F-IG008/P00004

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Alien adult Detention Service: For the detention, housing and care for persons detained.</p> <p>136,500 X \$64.47 Per Diem = Not to exceed \$8,800,156.00</p> <p>1,500 Beds Authorized</p> <p>The total amount of this task order is increased by \$8,800.155.00 from \$8,701,580.37 to \$17,501,735.37.</p> <p>Accounting and Appropriation Data is listed as followed:</p> <p>Requisition Number FPH080001.4</p> <p>[REDACTED] b2Low</p> <p>[REDACTED] b2Low \$3,100,863.50.</p> <p>[REDACTED] b2Low</p> <p>[REDACTED] b2Low \$5,699,291.50</p> <p>POC: Arnold Casterline: Contract Specialist; [REDACTED] b2Low</p> <p>POC: Susan Erickson: Contracting Officer; [REDACTED] b2Low</p> <p>[REDACTED] b2Low</p>	1	Lo		8,800,155.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. FPH080001.10	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 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0025134220000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002 HSCEDM-08-F-IG008	10B. DATED (SEE ITEM 11) 09/28/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$378,624.00

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 002513422
Field Office DRO POC is Letitia Claridge, b2Low
Program POC: M.J. Bates, b2Low
Wendie Wyatt-Powell, b2Low
OAQ POC: Jerald Neveleff, Contracting Officer, b2Low
Susan Erickson, Contract Specialist, b2Low

Requisition #FPH080001.10

A. The purpose of this modification is to funded new Line Items 0003 and 0004 for fifty-six (56) Correctinal Officers and three (3) Senior Correctional officers
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) Frank C. Acuña III	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff
15B. CONTRACTOR/OFFEROR Frank C. Acuña III (Signature of person authorized to sign)	15C. DATE SIGNED 8/8/08
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED 11 AUG 08
	(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002/HSCEDM-08-F-IG008/P00009

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>respectively. Additional funding under HSCEDM-08-F-IG008 amounts to \$378,624. This will provide funding for 51 days from 10 Aug 2008 through 30 September 2008. Delivery: 30 Days After Award Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Add Item 0003 as follows:</p>				
0003	<p>Provide fifty-six (56) additional Corrections Officers (COs) to the Eloy housing facility from 10 Aug 2008 through 30 Sep 2008 at \$4.82 per detainee bed day.</p> <p>Accounting Info: [REDACTED] b2Low Funded: \$356,439.00</p> <p>Add Item 0004 as follows:</p>	73950	EA	4.82	356,439.00
0004	<p>Provide three (3) additional Senior Corrections Officers (SCOs) to the Eloy housing facility from 10 Aug 2008 through 30 Sep 2008 at \$0.30 per detainee bed day.</p> <p>Accounting Info: [REDACTED] b2Low Funded: \$22,185.00</p> <p>Line Items 0003 and 0004 rates are based on all staffing being on-site commencing 10 Aug 2008. Should staffing not be available, the Provider may NOT invoice for any amounts of any day a full complement of personnel is not available to perform assigned duties at the facility.</p> <p>B. All other terms and condition remain the same.</p>	73950	EA	0.30	22,185.00