DROIGSA-06-0003

# INTER-GOVERNMENTAL SERVICE AGREMENT

## STEWART COUNTY, GEORGIA

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 alicus (thereafter referred to as "DETAINEES").

### FACILITY LOCATION:

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

Stewart Detention Center 79 Holder Road Lumpkin, GA 31815 (229) 838-5000

POC: Stome Pattersoo, Chairman

Stewart County Board of Commissioners

#### PERFORMANCE:

The PROVIDER is required to house ICE detainers, 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 procedute. 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 thring 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.

DROIGSA-06-0003

#### PAYMENT RATE

Per Diem Rate: \$54.25

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detained accepted and housed by the PROVIDER. The rate is the per diem rate for the support of one Detained 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 detainces.
- 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 represented), 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 and to other locations as directed by the Contracting Officer's Technical Representative (COTR) or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates and shall only apply to off-site medical transportation. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties

DROIGSA-06-0003

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 the other areas of this agreement.
- During all transportation activities, at least one officer shall be the same sex as the detained.
   Questions concerning guard assignments shall be directed to the COTR for final
- 4. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detained to a hospital location. An officer, or officers, shall keep the detained under constant supervision 24 hours per day until the detained is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detained to the detention site.
- 5. When the COTR provides documents to the PROVIDER concerning the detaince(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall custure 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.
- 7. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable U.S. Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may in advance by the COTR or designated ICE official.

### MEDICAL SERVICES:

The U.S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE at the facility. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week. The

DROIGSA-06-0003

PROVIDER shall provide security with a minimum staff of one (1) at all times. When patients are housed in the infirmary, security shall be posted to the unit twenty-four (24) hours per day, seven (7) days per week. The PROVIDER shall coordinate and escort detainees to the medical clinic for sick call, appointments and

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency or emergency ambulance transportation service to transport detainces to off-site medical care or from one offsite medical care facility to another. ICE agrees to provide reimbursement for mileage, 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 shall provide the detainees 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 detained shall similarly be provided instructions and assistance on a routine basis on personal hygiene, dental hygiene, grooming and health care.

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

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

Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate followup. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainer'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

The USPHS shall provide to the PROVIDER and maintain first aid kits at the facility. First aid kits shall be available at all times and shall be located throughout the facility, as necessary to allow quick access The PROVIDER shall not be responsible for on-site or off-site detainee medical services or costs.

## RECEPT 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 simutions, without express authorization of ICE.

#### INSPECTION:

DROIGSA-06-0003

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 \$54.25 and may not be adjusted prior to September 30, 2007. Thereafter, the per diem 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) Carcular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or other cost and pricing principles manually agreed to by the parties.

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) <u>Invoices</u> Monthly invoices shall be submitted to the COTR within 10 business days after the month of performance invoiced. Invoices shall itemize each detained by name, register number, dates of stay, and appropriate detained-day rate. Billing shall be based upon the actual number of detained days used.
- (B) <u>Invoices Submission</u>

U.S. Immigration and Customs Enforcement TBD

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

STEWART	COUNTY,	GΑ
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DROIGSA-06-0003

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

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Stewart County, GA

<Name>

Contracting Officer

By:

JUN 3 0 2006

John Follman

0 4145	MENT OF SOLICITATION/MODIFIC	CATION OF CONTRACT		CONTRACT ID CODE	PAGE OF P	AGES
∠. AMENDN	MENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REC	QUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If	3
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6. ISSUED				MINISTERED BY (If other than Item 6)	CODE ICE	
.Immigr 425 I Rm 220	Pept. Of Homeland Secunation and Customs Enforces, NW 18 gton DC 20536	rity	U.S Imm 425 Rm	. Dept. Of Homeland Secuigration and Customs Enf I Street, NW 2208 hington DC 20536	arity	
8. NAME AN	ND ADDRESS OF CONTRACTOR (No., street	et, county, State and ZIP Code)	(u) 9A.	AMENDMENT OF SOLICITATION NO.		
STEWART 79 HOLI ATTN ST 22 838-	T COUNTY GA DER ROAD TONIE PATTERSON CHAIRM		9B.	DATED (SEE ITEM 11)  A MODIFICATION OF CONTRACT/ORDER NO ROIGSA-06-0003 CCEOP06FIG00008	D.	
CODE		<del></del>	1 -	B. DATED (SEE ITEM 11)		
CODE 9	90000000999	FACILITY CODE	1 1	9/30/2006		
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virtue of the reference 12. ACCOUN	euer or telegram which includes a reference DE DESIGNATED FOR THE RECEIPT OF his amendment you desire to change an offe to the solicitation and this amendment, and STING AND APPROPRIATION DATA (If rec	to the solicitation and amendment num OFFERS PRIOR TO THE HOUR AND I are already submitted, such change may is received prior to the opening hour an	nbers. FAII DATE SPE be made b nd date spe		BE RECEIVED AT UR OFFER. If by letter makes	
See Att	tached Page 2 of 2			, – -	2,,000,000.0	0
	13. THIS ITEM ONLY APPLIES TO MO	DIFICATION OF CONTRACTS/ORDERS	S. IT MOD	IFIES THE CONTRACT/ORDER NO. AS DESCR	RIBED IN ITEM 14.	
X X	ORDER NO. IN ITEM 10A.	CT/ORDER IS MODIFIED TO REFLECT IN ITEM 14, PURSUANT TO THE AU	T THE ADN	ES SET FORTH IN ITEM 14 ARE MADE IN TH MINISTRATIVE CHANGES (such as changes in OF FAR 43.103(b).		
	D. OTHER (Specify type of modification	and authority)		A		
	J. STREET (Openity type of mounication	and aumomy)				
E. IMPORTAN	NT: Contractor X is not.	is required to sign this document ar	ad return			
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	mber: 084354919				··• <b>,</b>	•
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Prescribed by GSA FAR (48 CFR) 53.243

#### **CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE 2

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NAME OF OFFEROR OR CONTRACTOR STEWART COUNTY GA

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	i e	(F)
	Delivery Location Code: ICE				
	Immigration and Customs Enforcement 425 I Street NW				
	Rm 2208				
	Washington DC 20536				
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	FOB: Destination				
	Period of Performance: 03/31/2007 to 09/30/2007				,
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	C. The total amount of funding obligated under the				
	referenced Task Order is increased by				
	\$22,000,000.00 from \$5,500,000.00 to \$27,500,000.00.				
	721,300,000.00.				
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	E. The ICE Office of Acquisition Management POC is Denise A. Johnson, b2Low				
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	F. All other terms and conditions on the				
	referenced IGSA remain the same.				
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AMENDMENT OF SOLICITATION/MODIF	FICATION 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)
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CCE/Detent Mngt/Detent Con immigration and Customs En Office of Acquisition Mana 25 I Street NW, Suite 220 Washington DC 20536	tracts-DC forcement gement	ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: < <enter contract="" specialist="">&gt;</enter>
		Washington DC 20536
NAME AND ADDRESS OF CONTRACTOR (No., SI TEWART COUNTY GA 9 HOLDER ROAD TTN STONIE PATTERSON CHAIR 2 838-5000		(x) 98. AMENDMENT OF SOLICITATION NO. 98. DATED (SEE ITEM 11)
UMPKIN VA 31815		x   10A. MODIFICATION OF CONTRACT/ORDER NO.   DROIGSA-06-0005
	•	HSCEOP06FIG00008  10B. DATED (SEE ITEM 11)
ODE 990000000999	FACILITY CODE	10/17/2007
	11. THIS ITEM ONLY APPLIES T	FO AMENDMENTS OF SOLICITATIONS
reference to the solicitation and this amendment, at 2. ACCOUNTING AND APPROPRIATION DATA (If IO Change  13. THIS ITEM ONLY APPLIES TO N	required)	and date specified.  ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISSUE	D PURSUANT TO: (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT
		2002
X		ECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEME	ENT IS ENTERËD INTO PURSUANT T	'O AUTHORITY OF:
D. OTHER (Specify type of modification	on and authority)	• .
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ax ID Number: 58-6001114 UNS Number: 084354919 . The purpose of this mo umber from DROIGSA-06-000	dification is to co 3 to DROIGSA-06-000 ations P00001 dated	s, including solicitation/contract subject matter where feasible.)  orrect the Inter Governmental Service Agreement  05 on task order HSCEOP06FIG00008 which  d 9/30/06, P00002 dated10-/4/06, P00003 dated
. All other terms and con	ditions remain the	same.
ntinued		
	the document referenced in item 9A or	10A, as heretofore changed, remains unchanged and in full force and effect.
A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
SB. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Susan D. Erickson  16B. UNITED STATES OF AMERICA  16C. DATE SIGNED
(Singular of annual and		Susant nickson 10/17/2007
(Signature of person authorized to sign) SN 7540-01-152-8070		(Signature of Contracting Officer)  STANDARD FORM 30 (REV. 10-83)

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

 DROIGSA-06-0005/HSCEOP06FIG00008/P00005
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NAME OF OFFEROR OR CONTRACTOR STEWART COUNTY GA

STEWART	COUNTY GA .							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
(A)	(B)	(C)	(D)	(E)	(F)			
	Period of Performance: 10/01/2006 to 09/30/2007							
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AMENDM	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		CONTRACT ID CODE	PAGE	OF PAGES
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Washing	gton DC 20536			shington DC 20536		
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	ONIE PATTERSON CHAIRMA	NN.		S. SALES (SEE MEIN 17)		
22 838-		714				
	GA 31815			0A. MODIFICATION OF CONTRACT/ORDER N DROIGSA-06-0005	10.	
	011 01010			SCEDM-08-F-IG010		
			. ⊆	OB. DATED (SEE ITEM 11)	M. W.	
CODE 9	90000000999	FACILITY CODE	1 1	09/28/2007		
		11. THIS ITEM ONLY APPLIES TO A		, .,		
The above	numbered solicitation is amended as set for				nded, Tis not	extended.
	it acknowledge receipt of this amendment pr	rior to the hour and date specified in the	solicit	ation or as amended, by one of the following met	hods: (a) By com	pleting
	d 15, and returning cop	ies of the amendment; (b) By acknowled	lging r	eceipt of this amendment on each copy of the off	fer submitted; or	(c) By
separate le	etter or telegram which includes a reference TE DESIGNATED FOR THE RECEIPT OF O	to the solicitation and amendment numb	ers. F	AILURE OF YOUR ACKNOWLEDGEMENT TO PECIFIED MAY RESULT IN REJECTION OF YO	BE RECEIVED A	AT
virtue of thi	is amendment you desire to change an offer	already submitted, such change may be	e made	by telegram or letter, provided each telegram or	r letter makes ref	oy Jerence
to the solic	itation and this amendment, and is received	prior to the opening hour and date speci	ified.	-		
12. ACCOUN	TING AND APPROPRIATION DATA (If requ	uired) Net	In	crease: \$3	3,498,400	.00
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	to. This team one: At takes to mob	MITOATION OF CONTRACTS/ORDERS.	FI IYIL	DDIFIES THE CONTRACTIONDER NO. AS DESC	SKIBED IN ITEM	14.
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PI ORDER NO. IN ITEM 10A.	URSUANT TO: (Specify authority) THE	CHA	IGES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTRACT	
•	B. THE ABOVE NUMBERED CONTRACT	T/ORDER IS MODIFIED TO REFLECT	THE A	DMINISTRATIVE CHANGES (such as changes Y OF FAR 43.103(b).	in paving office	
X	appropriation date, etc.) SET FORTH	IN ITEM 14, PURSUANT TO THE AUTH	HORIT	Y OF FAR 43.103(b).	, , ,	
	C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PURSUANT TO A	UTHO	RITY OF:		
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	D. OTHER (Specify type of modification a	and authority)				
E. IMPORTAN	<del>-</del> '	is required to sign this document and				
		Organized by UCF section headings, inc	luding	solicitation/contract subject matter where feasib	le.)	
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Expansi	on Using Breach Bond	Funds - Alien Adult	: De	etention - for FY08 cont	tract pe:	rformance
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approxi	mately September 30,	2008. Funding for	efi	forts beyond that date a	are not p	presently
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conting	ent upon the availabi	lity of appropriate	ed f	unds from which payment	t for co	ntract
				ort of the Government for		
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		document referenced in Item 9A or 10A,	as he	retofore changed, remains unchanged and in ful	il force and effect	ı.
15A. NAME AI	ND TITLE OF SIGNER (Type or print)		16A.	NAME AND TITLE OF CONTRACTING OFFIC	ER (Type or prin	(t)
			Je	rald H. Neveleff		
15B. CONTRA	CTOR/OFFEROR	15C. DATE SIGNED	1	UNITED STATES OF AMERICA	16	SC. DATE SIGNED
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**CONTINUATION SHEET** 

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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PAGE 2

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT
	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.  As additional FY08 funds become available, a			(E)	(F)
	formal modification will be executed to provide funding.  All other terms and conditions of Task Order No. HSCEDM-08-F-IG010 and IGSA DROIGSA-06-0005 remain unchanged.  Delivery: 30 Days After Award Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900  Washington DC 20536  Accounting Info:				
	Period of Performance: 04/30/2008 to 09/30/2008 Add Item 0005 as follows:			·	
	BREACH BOND FUNDS TO BE USED SPECIFICALLY FOR THE EXPANSION OF THE STEWART COUNTY, GA DETENTION FACILITY BY 400 BEDS  FOTAL OBLIGATED FY-08 FUNDING FOR LINE ITEM 0005	1   1	EA 3	3,498,400.00	3,498,400.00
:	UNDER THIS ORDER IS HEREBY INCREASED by \$3,498,400.00.  FOTAL OBLIGATED FY~08 FUNDING UNDER THIS ENTIRE DRDER IS CHANGED FROM \$21,000,000.00 TO				
	CONTACT INFORMATION:  Stewart County Det Ctr POC: Dave Carney,				
	DHS/ICE DRO Field Office POC: Sandy Young,				
C	Continued				
540-01-152-806					

#### **CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-06-0005/HSCEDM-08-F-IG010/P00005

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR STEWART COUNTY GA

ITEM NO.	SUPPLIES/SERVICES	QUANTITY UNIT		UNIT PRICE	AMOUNT
(A)	(B)	1	(D)	1	(F)
	DHS/ICE DRO Program Office POC: Wendie Wyatt-Powell, b2Low			(-,	(+ /
	Contracting Officer's Technical Rep (COTR): TBD				
	ICE Office of Acquisition Management, Contracting Officer: Jerald Neveleff, b2Low	:			
	ICE Office of Acquisition Management, Contracts Specialist: Arnold Casterline, b2Low				į
	INVOICING INSTRUCTIONS:				
	Please submit 1 original invoice to the following address:				
	DHS/ICE/DRO Atlanta Field Office 77 Forsyth Street, S.W. Atlanta, GA 30303 ATTN: Sandy Young				
	The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center.				