

DROIGSA-08-0019
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
DRO/ICE - EL PASO, TX
AND
OTERO COUNTY

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and Otero County ("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):

Otero County Processing Center
26 McGregor Range Road
Chaparral, NM 88081

The following constitute the complete agreement:

- INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)
- PROPOSAL, DATED 4/29/08, 5/24/2008, 6/5/08 (Incorporated by reference)
- ATTACHMENT 1--STATEMENT OF WORK
- ATTACHMENT 2—QUALITY CONTROL PLAN
- ATTACHMENT 3—QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4—STAFFING PLAN
- ATTACHMENT 5—LABOR STANDARDS
- ATTACHMENT 6—WAGE DETERMINATION Number 2007-0569 Dated 10/30/2007

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

ACCEPTED:

U.S. Immigration and Customs Enforcement

Susan D. Erickson
Contracting Officer




Print Name: _____
Date: 6/12/08

ACCEPTED:

Otero County

[Signature]
[Title]



COUNTY MANAGER

Print Name: TIMOTHY P. SMITH
Date: 6/6/08

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 the 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 daily rate is \$96.99 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.

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 an order to this Agreement by the Contracting Officer. This Agreement is neither binding nor effective unless signed by the 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 Contracting Officer if it intends to house detainees in a facility other than the Facility named in this Agreement. 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.

- D. Use of Service Provider's Policies and Procedures: The Contracting Officer shall approve Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the detention standards mandated under this Agreement.
- E. Notification and Public Disclosure: No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the Service Provider or any of its contractors or subcontractors without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

Article III. Covered Services

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work. See Attachment 1.

- 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.
- B. Basic Needs: The Service Provider shall provide 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 Contracting Officer's Technical Representative (COTR).
- C. 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 24 hours of the translation service.
- D. Escort and Transportation Services: The Service Provider will provide, upon request and as scheduled by the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO), necessary escort and transportation services for detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and any escort services as requested by an ICE judge during proceedings. Escort and transportation services shall also include

providing all such air and/or ground transportation services as may be required to transport detainees securely and in a timely manner. Transportation and/or escort services may be required to transport detainees from the Facility to and from a medical facility for outpatient care. During all transportation activities, at least one (1) transportation officer shall be of the same sex as the detainees being transported. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Service Provider personnel provided for these services shall be of the 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. The Statement of Work shall provide specific escort and transportation services unique for this Agreement.

- E. Guard Services: The Service Provider agrees to provide stationary guard services on demand by the COTR or Contracting Officer and shall include, but is not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Qualified personnel employed by the Service Provider will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR or Contracting Officer. The Service Provider shall be authorized to provide at least two (2) officers for each remote post, as directed by the COTR or Contracting Officer.
- F. Medical Services: The Statement of Work shall provide specific medical service requirements unique to this Agreement. Regardless of the unique requirements for this contract, the Service Provider shall provide the following services regarding medical care of detainees:
- 1) The Service Provider shall provide for medical screening of every detainee upon arrival at the Facility performed by health care personnel or health trained personnel.
 - 2) Medical coverage at the Facility shall be no less than twenty-four (24) hours per day, seven (7) days per week.
 - 3) The Service Provider shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.
 - 4) The Service Provider shall provide to all detainees a written policy and defined procedure to require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by health care personnel or health trained personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily.

USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

- 5) The Service Provider shall provide and maintain basic first aid kits throughout the Facility. First aid kits shall be available at all times to allow quick access.
- 6) The Service Provider shall provide security with a minimum of a staff of one at all times. When detainees are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The Service Provider shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.
- 7) 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 Service Provider.

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. Restricted Release of Detainees: The Service Provider shall not release 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 a detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the COTR immediately regarding any such requests.
- C. 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 removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- D. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate 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 Contracting Officer and COTR within two (2) hours of evacuation.

Article V. ICE National Detention Standards

- A. The Service Provider is required to house detainee and perform related detention services in accordance with the most current edition of the ICE National Detention Standards found within the **ICE Detention Operations Manual**. This manual can be found at <http://www.ice.gov/partners/dro/opsmanual/index>. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.
- B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE Detention Operations Manual, the Service Provider's own manual (if it is approved for use by the Contracting Officer), and any additional training as required in any manuals or detention standards referenced in this Agreement.

Article VI. 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, detainees shall not be required to perform manual labor.

Article VII. Period of Performance

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 for a period not to exceed sixty (60) months or extended by bi-lateral modification or 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.

Article VIII. Inspections

The Facility and Provider's services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Provider shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the Provider shall be maintained and made available to the Government during contract performance and for as long afterwards as the agreement requires.
- C. The Government has the right to inspect and test all services called for by the agreement, to the extent practicable at all times and places during the term of the agreement. The

Government shall perform inspections and tests in a manner that will not unduly delay the work.

- D. If the Government performs inspections or tests on the premises of the Provider or a subcontractor, the Provider shall furnish, and shall require subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to agreement requirements, the Government may require the Provider to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Provider to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.
- F. If the Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

Article IX. Inspection Reports

- A. Inspection Report: The 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 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 ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII 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 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. DETAINEE DAY RATE and ADJUSTMENT to the DAY RATE

- A. Detainee Day Rate: In consideration for the Service Provider's performance under this Agreement, ICE shall make payment to the Service Provider for each detainee accepted and housed by the Service Provider. This "detainee day rate" is a per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.
- B. The detainee day rate is
- C. The Service Provider, by execution of this Agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.
- D. 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.
- E. 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 may adjust the rate twelve (12) months after the effective date of the agreement and no sooner than every twelve (12) months. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE

Jail Services Cost Statement, the detainee day rate as stated in this Agreement will control.

- F. 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).
- G. Guard and transportation services shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided at a negotiated rate of **\$11.36**. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate of **\$17.04** per hour. Transportation mileage shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rates.

Transportation shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rate at the time of Award. The mileage rate for this agreement is **\$0.505/mile**. Mileage shall be denoted as a separate item on submitted invoices.

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.
- 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. 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 detainee(s) that was guarded. 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
Contracting Officer's Technical Representative (COTR)
Address:.....
City, State, ZIP:.....

Phone: XXX-XXX-XXXX

Fax: XXX-XXX-XXXX

- 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 (30th) 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 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. 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 detainees on behalf of ICE.

- 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. IGSA/Financial Records

- A. Retention of Records: All IGSA and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years after the expiration of the Agreement for purposes of federal examinations and audit. 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.
- 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. Detainee Telephone Services (DTS)

- A. The **PROVIDER** shall provide detainees with reasonable and equitable access to telephones as specified in ICE National Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the **PROVIDER** shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under

applicable law, the **PROVIDER** shall provide notice to detainees of the potential for monitoring. However, the **PROVIDER** shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- D. The ICE designated DTS Contractor will be the exclusive provider of detainee telephones for this facility. The DTS Contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS Contractor shall be responsible for furnishing all inventory and supply of prepaid debit cards to the **PROVIDER**. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The **PROVIDER** will not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. The **PROVIDER** shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The **PROVIDER** will notify the COTR or ICE designees of any inoperable telephones.

Article XVII. Maintain Institutional Emergency Readiness

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of the Agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.
- B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the Service Provider shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.
- D. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.
- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.
- F. The Contracting Officer and COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following:

activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

- G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Provider shall at all times be consistent with all applicable policies of ICE Detention Operations Manual regarding Use of Force.

XVIII. Security Requirements

REQUIRED SECURITY CLAUSE **SENSITIVE /UNCLASSIFIED CONTRACTS AGREEMENTS**

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in the Inter-Governmental Service Agreement (IGSA) herein requires that the Government entity and its, subcontractor(s), vendor(s), etc. (herein known as Provider) have access to sensitive DHS information, and that the Provider will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Provider

employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the agreement. No employee of the Provider shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Provider employees assigned to the agreement not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Provider employees (to include applicants, temporaries, part-time and replacement employees) under the agreement, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the agreement. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Provider employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Provider employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the agreement or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form
will be submitted via e-QIP (electronic Questionnaires for
Investigation Processing) (2 copies)
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports
Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to Providers as
well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the agreement. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the agreement.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this agreement for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Provider that the employee shall not continue to work or to be assigned to work under the agreement.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the Provider independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Provider employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this agreement.

The Provider will report any adverse information coming to their attention concerning Provider employees under the agreement to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Provider will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

The Provider will agree that each employee working on this agreement will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The Provider must agree that each employee working on this agreement will have a Social Security Card issued and approved by the Social Security Administration. The Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this agreement, illegal or undocumented aliens will not be employed by the Provider, or with this agreement. The Provider will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this agreement.

SECURITY MANAGEMENT

The Provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Provider.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Provider in complying with the security requirements under this agreement. Should the COTR determine that the Provider is not complying with the security requirements of this agreement, the Provider will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Provider agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Provider personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Providers who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All Provider employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Providers who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic

training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Providers, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

XIX. Accreditation

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

XX. Quality Control

- A. The Service Provider shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer ("CO"), in consultation with the Contracting Officer's Technical Representative ("COTR") to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS)—Attachment 3.

The QCP shall:

1. Be implemented prior to the start of performance.
2. Provide quality control services that cover the scope of the IGSA and implement proactive actions to prevent non-performance issues.

- B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the CO for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.
- C. The QCP shall include, at a minimum:
1. Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.
 2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.
 3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
 4. The QCP shall contain procedures for investigation of complaints by the Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.
- E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

XXI. Contracting Officer's Technical Representative

- A. The Contracting Officer's Technical Representative (COTR) shall be designated 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.
- B. Should the Provider believe they have received direction that is not within scope of the agreement; the Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Provider shall continue performance of efforts that are deemed within scope.

XXII. Labor Standards and Wage Determination

- 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 this Agreement at Attachment 5. These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, the principal purpose of which is to furnish services through the use of service employees.

- B. Wage Determination: Each service employee employed in the performance of this Agreement 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 Agreement at Attachment 6.

END OF DOCUMENT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 08/01/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) OTERO COUNTY OF 112 LISA DRIVE PMB 301 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1672231350000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0019/	10B. DATED (SEE ITEM 11) 06/12/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 167223135

A. The purpose of this modification is to change the mileage rate listed under Article X Detainee Day Rate and Adjustment to the Day Rate, paragraph G.

1. The mileage rate for this agreement is changed from \$0.505 to \$0.585/mile.

2. All other terms and conditions under this IGSA remain the same.

Point of Contacts:

COTR: Alfredo Fierro: (915) [redacted] b6

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Susan D. Erickson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/2/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-08-0019//P00001

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2

2

NAME OF OFFEROR OR CONTRACTOR

OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contracting Officer: Susan Erickson (202) b6 Period of Performance: 06/12/2008 to 06/11/2013				

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)

P00003

01/07/2009

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
801 I Street NW, Suite 930
Washington DC 20536

ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 930
Attn: <<Enter Contract Specialist>>
Washington DC 20536

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

9A. AMENDMENT OF SOLICITATION NO.

COUNTY OF OTERO
26 MCGREGOR RANGE RD
CHAPARRAL NM 880817753

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-08-0019/

10B. DATED (SEE ITEM 11)

CODE 8290769130000

FACILITY CODE

06/12/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 829076913

A. The purpose of this modification is to correct the contractor's address listed in block 8 and the Duns number listed in block 14 on modifications P00001 dated 08/01/2008 and P00002 dated 12/03/2008.

B. Point of Contacts:

EL Paso Field Office COTR: Alfredo Fierro (915) b6

OAQ Contracting Officer: Susan Erickson (202) b6

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)		<i>Susan D. Erickson</i> (Signature of Contracting Officer)	1/7/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0019//P00003

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2 2

NAME OF OFFEROR OR CONTRACTOR
COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DASU: Elena Smyly (202)- [REDACTED] b6</p> <p>C. The contractor's address listed in block 8 of modifications P00001 and P00002 is changed as follows:</p> <p>From: Otero, County of 112 Lisa Drive PMB 301 10 McGregor Range Road Chaparral, NM 880818018</p> <p>To: Otero, County of 26 McGregor Range Road Chaparral, NM 880818018</p> <p>D. The Duns number listed in block 14 of modifications P00001 and P00002 is changed as follows:</p> <p>From: 167224135 To: 89076913</p> <p>E. All other terms and conditions remain the same Period of Performance: 06/12/2008 to 06/11/2013</p>				



**ICE OFFICE OF DETENTION AND REMOVAL
DETENTION ACQUISITION SUPPORT UNIT
REQUEST FOR CONTRACT ACTION**

STATEMENT OF WORK

FACILITY LOCATION:

OTERO COUNTY PROCESSING CENTER

26 McGregor Range Road
Chaparral, New Mexico 88081

ANTICIPATED START OF PERFORMANCE:

PERFORMANCE:

The **PROVIDER** is required, in units housing ICE detainees, to perform in accordance with the most current editions of the **ICE National Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC).** 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 unscheduled inspections of the facility to assure compliance of the aforementioned standards. In addition, the Provider shall provide full and complete cooperation for any request or investigation conducted by the Government.

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

PERIOD OF PERFORMANCE:

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

EXCLUSIVITY:

The **CONTRACTOR** or **SERVICE PROVIDER** agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer with input from the Contracting Officer's Technical Representative. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

ARMED TRANSPORTATION SERVICES:

The **PROVIDER** shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. When officers are not providing transportation services, the **PROVIDER** shall assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COTR utilizing these officers should not incur any additional expenses to the Government.

The **PROVIDER** shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period seven (7) days a week including weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The **PROVIDER** shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services per facility as listed below. The **PROVIDER** shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.

Nothing in this agreement shall restrict the **PROVIDER** from acquiring additional vehicles as deemed necessary by the **PROVIDER** at no cost to the Government. The **PROVIDER** shall not allow employees to use their privately owned vehicles to transport detainees. The **PROVIDER** shall furnish vehicles equipped with interior security features in accordance with ICE National Detention Standards including physical separation of detainees from guards. The **PROVIDER** shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the **PROVIDER** shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.

In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **PROVIDER** shall be reimbursed for related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

All transportation shall be accomplished in the most economical manner.

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 provided in the other areas of this agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.

During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning officer assignments shall be directed to the COTR for final determination.

All transportation Detention Officers shall be armed in the performance of these duties.

The **PROVIDER** shall, upon order of the COTR, or upon his or her 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.

The COTR may direct the **PROVIDER** to transport detainees to unspecified, miscellaneous locations.

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.

The **PROVIDER** shall establish a fully operational communication system compatible with ICE communication equipment 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.

Failure of the **PROVIDER** to comply fully with the detainee(s) departure as pre-scheduled shall result in the **PROVIDER** having deductions made for non-performance.

The following transportation routes/destinations are anticipated requirements for this agreement. The following requirements are **one way routes**; these routes (mile approximations) are not all inclusive and should not be limited to the following: The number of detainees to be transported will vary from single passengers to large groups varying in size from 3 detainees to 250. The following requirements are **one-way routes**; these routes (mile approximations) are not all-inclusive and should not be limited to the following:

<u>Route</u>	<u>Distance</u>	<u>Frequency</u>
EPC	35 miles	3 to 4 times per day
Paso Del Norte Port of Entry	40 miles	2 times per day
El Paso County Detention Ctr	40 miles	3 times per day
Various medical Appointments in El Paso	35 to 45 miles	4 times per day
El Paso International Airport	35 miles	4 to 6 times per day
FCI La Tuna-Anthony, NM	40 miles	1 time per day
Regional Correctional Ctr – Albuquerque, NM	280 miles	1 time per day
Mesa, Arizona	400 miles	2 times per week
Las Cruces, NM - RAC Office	60 miles	1 time per day
Deming, NM – RAC Office	100 miles	1 time per day

GUARD SERVICES:

The **PROVIDER** agrees to provide stationary guard services on demand by the COTR and shall include, but not limited to, escorting and guarding detainees to medical or doctor’s appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the **PROVIDER** under its policies, procedures, 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. Public contact is prohibited unless authorized in advance by the COTR.

The **PROVIDER** shall be authorized one officer for each such remote location, unless at the direction of the COTR or designated Agency official as additional officers are required.

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 names of the detainees that were guarded. Such services shall be denoted as a separate item on

submitted invoices. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at a negotiated rate.

MEDICAL SERVICES:

The **PROVIDER** shall be responsible for the provision of health care services for ICE detainees at the facility.

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** 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 **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 the United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS). Healthcare or health trained personnel may perform screenings.

The **PROVIDER** shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for twenty-four (24) hours per day, seven (7) days per week. The **PROVIDER** shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The **PROVIDER** shall furnish onsite health care under this Agreement. The **PROVIDER** shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the **PROVIDER'S** facility. The **PROVIDER** shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite health care services shall include arrival screening within twenty-four (24) hours of arrival to 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. 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).

If the **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 **PROVIDER** shall notify ICE. Upon such notification, the **PROVIDER** shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

The 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 **PROVIDER** shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The **PROVIDER** shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The **PROVIDER** shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the 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 **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS. The **PROVIDER** shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service
Division of Immigration Health Services
1220 L Street, NW, PMB 468
Washington, DC 20005-4018
Phone: (703) 541-2155
Fax: (202) 318-0080

The **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:

BCE Emergis
DIHS Claims
P.O. Box 10250
Gaithersburg, MD 20898-0250
Phone: (888) 383-3922
Fax: (888) 383-3957

The **PROVIDER** shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the **PROVIDER** shall obtain the medical treatment required to preserve the detainee's health. The **PROVIDER** shall have access to an off site emergency medical provider at all times. The Health Authority of the **PROVIDER** shall notify the DIHS Managed Care Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468, Washington, DC, 20005-4018, phone (888) 718-8947, fax (202) 318-0080, 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.

The **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.

The **PROVIDER** and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

BCE Emergis
DIHS Claims
P.O. Box 10250
Gaithersburg, MD 20898-0250
Phone: (888) 383-3922
Fax: (888) 383-3957

The ICE and PHS may refuse to reimburse the **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS.

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 same level of medical care and services as provided to non-ICE detainees as part of the per diem rate. This rate includes:

- On-site sick call (when provided by on-site staff);
- 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 out-patient.

ICE PHYSICAL PLANT REQUIREMENTS:

MINIMUM REQUIREMENTS FOR A 1,000 BED FACILITY

ICE Office Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1,000 bed facility. The Standards include but are not limited to the following:

- A total of 43 offices and 96workstations as outlined below:
- 1 Office - Assistant Field Office Director GS-1801-14
- 5 Offices - Supervisory Detention & Deportation Officers GS-1801-13
- 1 Office - Intelligence Research Specialist GS-0132-13

- 1 Office - Field Training Officer Deportation Officer GS-1801-13
- 16 Offices - Deportation Officers GS-1801-12
- 2 Offices - Supervisory Detention & Removal Assistants GS-1802-9
- 11 Offices - Supervisory Immigration Enforcement Agents GS-1801-11
- 72 Workstations - Immigration Enforcement Agents GS-1801-5/7/9
- 16 Workstation - Detention & Removal Assistants GS-1802-5/6/7
- 1 Workstation - Bond Control Specialist GS-1801-7/9
- 1 Office - Supervisory Mission Support Specialist GS-0301-13
- 1 Office- Management Program Analyst GS-0343-12
- 4 Offices - Mission Support Specialists GS-0301-9/11/12
- 4 Workstation - Mission Support Assistants GS-0301-5/7
- 1 Workstation - Office Automation Assistant GS-0326-5/6/7
- 1 Workstation - Staff Assistant GS-0301-8
- 1 Workstation - Mail/File Clerk
- File rooms (see Standards for size and quantity)
- Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- Employee break rooms (see Standards for size and quantity)
- IT computer support rooms must be provided through out ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for PHS, EOIR and ICE office area.
- Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

OPLA Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1,000 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

- 1 Office – Deputy Chief Counsel (see Standards for size)
- 12 Offices – Assistant Chief Counsel (see Standards for size)
- 4 Workstations - Legal Technicians (see Standards for size)
- 1 Workstation - Mail/File Clerk
- Office support space must be provided per the ICE/OPLA Design Standards.

EOIR Space

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1,000 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

- 5 - Courtrooms and accompanying office and support space as per the EOIR Design Standards for a 1,000 bed facility. The office space is per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video tele-conferencing court. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications.
- 15 - Hard walled offices (see Standards for size)
- 15 - Workstations (see Standards for size)
- Visitation space must be provided to meet the ACA and NDS standards.
- Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
- EOIR Support Space must be provided per the EOIR Design Standards.

Health Services

Healthcare services will be provided by the **PROVIDER**

Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a TB screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the Intake Screening Area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

Infectious Disease Screening

In order to prevent the transmission of Tuberculosis (TB) to the resident population of a detention facility, the Service Provider will perform TB screening as part of the a routine infectious disease screening within 12 hours of detainee admission and obtain documented clearance of transmissible disease before the detainee is assigned to a housing unit or is transferred from the intake processing area. A screening chest x-ray will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be 4 hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

Teleradiology Service Provider

The Detention Service Provider shall use the services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Service Provider shall coordinate with the ITSP to ensure

adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The teleradiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff (it is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee).

ADDITIONAL MINIMUM REQUIREMENTS

Processing Area

- Expansion required in this area includes the need to accommodate processing varying numbers of detainees for intake and out-processing, i.e., large buses transport of up to 100 detainees.
- Processing area must be designed to process male and/or female detainees as required in high frequency rates and varying numbers, i.e., a busload up to 100 detainees at one time.
- Teleradiology equipment requires high voltage power to accommodate x-ray equipment, specifications will be provided by ICE.

Furniture

All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR and OPLA space as required in accordance with the ICE Design Standards.

ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Service Provider at time of construction.

NOTE: ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components: ICE and OPLA. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Communication Equipment

The service provider shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE must be established on all reoccurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

NOTE: ICE communication system must be a complete, independent and physically separate system from the Service Provider communication system, and billed separately. The system shall serve all operational components: ICE and OPLA. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Service Provider see attached SOW for phone system details.

DETAINEE TELEPHONE SERVICES:

The **PROVIDER** shall provide detainees with reasonable and equitable access to telephones as specified in ICE National Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the **PROVIDER** shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the **PROVIDER** shall provide notice to detainees of the potential for monitoring. However, the **PROVIDER** shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

The ICE designated DTS-IV vendor will be the exclusive provider of detainee telephones for this facility. The DTS-IV contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS-IV provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the **PROVIDER**. The DTS-IV provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-IV, and the maintenance and operation of the system. The **PROVIDER** will not be entitled to any commissions, fees, or revenues generated by the use of the DTS-IV or the detainee telephones.

The **PROVIDER** shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The **PROVIDER** will notify the COTR or ICE designees of any inoperable telephones.

MANAGE A DETAINEE WORK PROGRAM:

Detainee labour shall be used in accordance with the detainee work plan developed by the **PROVIDER**, and will adhere to the ICE National Detention Standard on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the **PROVIDER**. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the **PROVIDER**.

Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

The **PROVIDER** shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

LAW LIBRARY:

The **PROVIDER** shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE National Detention Standards on the Access to Legal Materials.

TRAINING:

Employees shall not perform duties under this agreement until they have successfully completed all initial training and the COTR receives written certification from the **PROVIDER**.

A. General Training Requirements

All employees must have the training described in the ACA Standards and in this section. Any remuneration (pay) due **PROVIDER** employees in accordance with Department of Labor regulations for any training time is the responsibility of the **PROVIDER**. The **PROVIDER** shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 54 hours of basic training, not to include firearms and 40 hours of on-the-job training prior to entering on duty. The **PROVIDER'S** Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period,

must accompany the Detention Officers. The **PROVIDER'S** Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 94 hours of training, the **PROVIDER** has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills. Training site shall be provided by the **PROVIDER** at no cost to the Government.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. Bomb Defense and Threats	1 HR
e. Telephone Communications/Radio Procedures	1 HR
f. Fire and other Emergency Procedures	2 HRS
g. Treatment and Supervision of Detainees	2 HRS
h. ICE Use of Force Policy	2 HRS
i. Security Methods/Key Control/Count	1 HR
j. Procedures/Observational Techniques	4 HRS
k. EEO/Sexual Harassment	2 HRS
l. Detainee Escort Techniques	1 HR
m. ICE Paperwork/Report Writing	2 HRS
n. Detainee Searches/Detainee Personal Property	4 HRS
o. Property/Contraband	2 HRS
p. Detainee Rules and Regulations	2 HRS
q. First Aid*	4 HRS
r. Cardiopulmonary resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS

u. Use of Restraints	6 HRS
v. Firearm Training	**
w. Sexual Abuse/Assault Prevention & Intervention*	2 HRS
x. National Detention Standards	2 HRS

* *Critical Training Subjects*

** *Firearm Training for Required Armed Detention Services in accordance with state licensing requirements. PROVIDER shall certify proficiency every quarter.*

2. Refresher Training

Every year the **PROVIDER** shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The **PROVIDER** shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the **PROVIDER** shall provide documentation of refresher training to the COTR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

3. On-the-Job Training

After completion of the minimum of 54 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.
- e. Disturbance Control Team training.

4. Training During Initial 60 Day Period

The **PROVIDER** shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 94 hours of training. The **PROVIDER** shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

5. Basic First Aid and CPR Training

All members of the **PROVIDER'S** security staff shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within four minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Able to administer medication;
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this agreement must successfully complete a minimum of 40 hours of formal supervisory training provided by the **PROVIDER** prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- | | |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards | 1 HR |
| 3. Security Post Inspection procedures | 2 HRS |
| 4. Employee motivation | 1 HR |
| 5. Scheduling and overtime controls | 2 HRS |
| 6. Managerial public relations | 4 HRS |
| 7. Supervision of detainees | 4 HRS |
| 8. Other company policies | 4 HRS |

Additional classes are at the discretion of the **PROVIDER** with the approval of the COTR.

The **PROVIDER** shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

C. Proficiency Testing

The **PROVIDER** shall give each Detention Officer a written examination consisting of at least 25 questions after each classroom-training course is completed. The **PROVIDER** may give practical exercises when appropriate. The COTR shall approve the questions before the **PROVIDER** can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The **PROVIDER** must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the **PROVIDER** and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the **PROVIDER** shall remove the employee from duties on this agreement.

D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

E. Training Documentation

The **PROVIDER** shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

The **PROVIDER** shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

Notification and Public Disclosures:

There shall be no public disclosures regarding this agreement made by the **PROVIDER** (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of the agreement.

Establish and Maintain Program for Prevention of Sexual Abuse/Assault:

The **PROVIDER** shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given

separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

Business Permits and Licenses:

The **PROVIDER** must obtain all required permits and licenses by the date of agreement award. The **PROVIDER** must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located. Throughout the term of this agreement, the **PROVIDER** shall maintain current permits/business licenses and make copies available for Government Inspection. The **PROVIDER** shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

Firearms / Body Armor:

Firearms Requirements

- a. The **PROVIDER** shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the agreement as long as the firearm is in serviceable condition.
- b. Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
- c. Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.
- d. The **PROVIDER** shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
- e. The **PROVIDER** shall account for all firearms and ammunition daily.
- f. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
- g. All firearms shall be licensed by the State.
- h. Firearms will be inspected. This shall be documented by the Warden/Facility Director.
- i. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
- j. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.

- k. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
- l. The **PROVIDER** shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
- m. The **PROVIDER** shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this agreement.
- n. These lists shall be kept current through the terms of the agreement and posted within each firearms safe.
- o. The **PROVIDER** shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.
- p. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.
- q. The **PROVIDER** shall ensure that his/her employees have all permits and licenses in their possession at all times while in performance of this agreement.
- r. The **PROVIDER** shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.
- s. The COTR is responsible for approving the proposed safes/vaults prior to usage. **PROVIDER** supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
- t. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.
- u. The **PROVIDER** shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.
- v. The **PROVIDER** certifies firearms training to the COTR.
- w. The **PROVIDER** shall certify proficiency every quarter.
- x. The **PROVIDER** shall provide an ICE approved intermediate weapon(s).

Body Armor Requirements

- a. The **PROVIDER** shall provide body armor to all armed Detention Officers and armed supervisor(s).
- b. Body armor shall be worn while on armed duty.
- c. The body armor shall meet all requirements as set forth in the ICE Firearms Policy.

- d. The **PROVIDER** shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
- e. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
- f. The use of personally owned body armor is not authorized.

**DHS/ICE/DRO—DEDICATED IGSA
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
FOR IGSA NUMBER DROIGSA-08-0019
OTERO COUNTY**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the service provider, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the premise the Government must validate that the service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment 1): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and Immigration And Customs Enforcement (ICE) National Detention Standards (NDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ICE Office Of Detention And Removal (DRO) NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 6 and 7) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

3. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must

develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

4. METHODS OF SURVEILLANCE

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may

be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider's QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

4.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the service provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR will interview key members of the service provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new

standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the service provider, so long as the standards are not more stringent than those being replaced.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider's monthly invoice as prescribed in Attachment 1.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the service provider's monthly invoice. This may happen when an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

7. NOTIFICATIONS

- (a) Based on the inspection of the service provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved

informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the

correction is made, or accept the correction as final and release the full amount withheld for that issue.

(f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

(g) The COTR will maintain a record of all open and resolved CDRs.

8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

9. ATTACHMENTS

- | | |
|---|----------------------------------|
| 1 | Performance Requirements Summary |
| 2 | Contract Discrepancy Report |
| 3 | Performance Monitoring Tool |

QUASP Attachment I
Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
Administration and Management (10%) (Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)	Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached) Monthly review of corrective action plan results. Ad-hoc reviews as needed Review of service provider's quality control program monitoring reports CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.	
	Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02					A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Admission and Release/Orientation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf)					
	Detainee Records/ Detention Files (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/DententFiles.pdf)					
	Detainee Handbook (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf)					
	Internal Inspections and/or Reviews/ Detention Management & Control Program (ICE Standard)					
	Funds & Personal Property (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf)					
	Policy Development and Monitoring 4-ALDF-7D-06					

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Health Care (15%) (Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)</p>	Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Detainee Hunger Strikes (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf) Experimental Research 4-ALDF-4D-18 Medical, Dental, and Mental Health Appraisals/Medical Care (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf) Suicide Prevention (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/suicprev.pdf) Terminal Illness, Advanced Directives and Death (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Security and Control (25%)</p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)</p>	Detainee Searches 4-ALDF-2C-01-06 <u>Detainee Accountability & Supervision/Population Counts (ICE Standard)</u> <u>http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf</u>	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR	<ul style="list-style-type: none"> Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs Review of service provider's quality control program monitoring reports and output data 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>http://www.ice.gov/doclib/partners/dro/opsmanual/uscoffor.pdf</u>	Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard		A rating of Deficient on any three of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.	A rating of At-Risk on any of the standards will result in a 25% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf</u>	Periodic reviews in accordance with the contract performance monitoring tool (see attached)			
	Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14				
	<u>http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf</u>				
	Special Management Unit- Administrative Segregation (ICE Standard) <u>http://www.ice.gov/doclib/partners/dro/opsmanual/smu_admin.pdf</u>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Special Management Unit-Disciplinary Segregation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf)</p> <p>Contingency/Emergency Plan (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/emecee.pdf)</p> <p>Hold Rooms in Detention Facilities (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf)</p> <p>Control of Contraband (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf)</p> <p>Post Orders (ICE Standard)(http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf)</p> <p>Permanent Logs 4- ALDF-2A-11</p> <p>Security Features (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf)</p> <p>Security Inspections and/or Reviews (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/secuinsp.pdf)</p> <p>Sexual Assault 4-ALDF- 4D-22-8</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
Food Service (10%) (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)	Transportation (Land Transportation) (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/transp.pdf) Weapons Control 4- ALDF-2B-04, 4-ALDF- 2B-08, 4-ALDF-7B-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic review in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Environmental Health & Safety (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/enviroin.pdf) Food Service Standards (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsmanual/FoodService.pdf)				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p>Staff and Detainee Communication (2.5%) (Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)</p>	<p><u>Detainee Grievances (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf)</p> <p>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</p> <p><u>Staff Detainee Communication (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/Staff_Detainee_Communication.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
<p>Safety and Sanitation (10%) (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)</p>	<p><u>Environmental Health & Safety (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/ehavrom.pdf)</p> <p><u>Clothing and Bedding (ICE Standard)</u> (http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
<p align="center">Services and Programs (10%) (Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)</p>	<p>Access to Legal Material (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/legal.pdf)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>	
	<p>Classification, Review, and Housing (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/classif.pdf)</p>					
	<p>Detainee Mail & Correspondence (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/resp.pdf)</p>					
	<p>Group Legal Representation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/grplegal.pdf)</p>					
	<p>Marriage Requests (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/marreq.pdf)</p>					
	<p>Non-Medical Emergency Escorted Trips (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/escort.pdf)</p>					
	<p>Recreation (ICE Standard) (http://www.ice.gov/doclib/partners/dro/opsman/ual/recreat.pdf)</p>					

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA	
Workforce Integrity (15%) (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Religious Practices (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/cloth.pdf Telephone Access (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf Voluntary Work Program (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard Periodic reviews in accordance with the attached contract performance monitoring tool Monthly review of corrective action plan results. Ad-hoc reviews as needed CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established. A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.	
	Visitation Privileges (ICE Standard) http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03	Staff Misconduct 4-ALDF-7B-01			
	Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14	Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center">Detainee Discrimination (2.5%) (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

QUASP Attachment 2 - Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT		1. CONTRACT NUMBER	
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED COTR	NAME AND TITLE	SIGNATURE	DATE
CONTRACTING OFFICER			

Dedicated IGSA

QUASP Attachment 3 – Performance Monitoring Tool



U.S. Immigration
and Customs
Enforcement

Detention and Removal Operations

Performance Monitoring Tool
Facility Name: _____ Month/Year: _____

Frequency	DETECTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D W M Q	1. Admission and Release			
	A. ICE information is available for initial classification			
	B. Medical screening taking place within timeframes			
	C. Inventory detainee personal effects			
	D. Detainee funds accountability in place for admin/release			
	E. All visual searches documented and are not routine in procedure			
	F. Appropriate clothing and bedding issued			
	G. Orientation material in English, Spanish or most prevalent second language			
	2. Detainee Classification System			
	A. All detainees classified appropriately upon arrival			
	B. Reassessment and reclassification process in place			
	C. Housing assignments are based upon classification			
	D. Work assignments are based upon classification system			
	E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
	3. Contraband			
	A. Policy in place for handling contraband			
	B. Contraband disposed of properly and documented			
	C. Facility staff make a concerted effort to control			

D	W	M	Q	DEVIATION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				10. Non-Medical Emergency Escorted Trips			
				The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
			A.				
				11. Security Inspections			
				Staff are required to conduct security check of assigned areas			
			A.				
			B.	All visitors officially recorded in a visitor log book			
				Front entrance staff inspect ID of everyone entering/exiting			
			C.				
			D.	Maintain a log of all incoming and departing vehicles			
			E.	Housing unit searches occur at irregular times			
			F.	Area searches documented in log book			
			G.	Daily/Monthly fence checks completed and logged			
				Facility administrator or designee and department heads visit housing units and activity areas weekly			
			H.				
			I.	Officers monitor all vehicular traffic entering and leaving the facility			
				The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
			J.				
				Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
			K.				
				Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			
			L.				

D	W	M	T	TH	F	S	S	DETECTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
								Tools being taken into the secure area of the facility are inspected and inventoried			
								12. Food Service			
								A. Appropriate security measures for sharps are in place			
								B. Appropriate food temperatures are maintained for both hot and cold food			
								C. Food Service department maintained at a high level of sanitation			
								D. Detainees receive safety and appropriate equipment training prior to beginning work in department			
								E. A minimum of two hot meals served daily			
								F. Facility has a standard 35 day cycle menu			
								G. A registered dietician conducts nutritional analysis			
								H. All menu changes documented			
								I. Common fare menu for authorized detainees			
								J. Weekly inspections conducted and documented			
								13. Funds and Personal Property			
								A. Inventory personal property/funds is maintained			
								B. Funds/valuables documented on receipt			
								C. Detainees property searched for contraband			
								D. Staff forward arriving detainees medication to medical staff			
								E. Detainee funds are deposited into the cash box			
								F. Staff secure every container used to store property with a tamper-proof numbered strap			
								G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
D	W	M	T	TH	F	S	S	DETECTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date

			verbally refused or observed refusing to eat beyond 72 hours	Rating A/D/R	Corrective Action Required/Comments	Due Date
D	W	M	Q	DETENTION STANDARDS		
			B. Staff receive training in identification of hunger strike			
			C. Process for determining reason for hunger strike			
			17. Key and Lock Control			
			A. Maintain inventories of all keys/locks/locking devices			
			B. Emergency keys are available for all areas of the facility			
			C. Chit system used to issue security equip./keys/radios			
			D. Policy regarding restricted keys present and followed by staff			
			E. Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily			
			F. Locks and locking devices are continually inspected, maintained, and inventoried			
			18. Access to Legal Material			
			A. Adequate equipment is available for detainees			
			B. Legal materials/law library current and available for detainees			
			C. Detainee access provided to include SMU			
			D. Denials documented			
			E. Schedule for use implemented 5 hours weekly per detainee			
			F. Access to legal material within 24 hours of written request			
			G. Indigent detainees provided free stamps/envelopes for legal matters			
			19. Group Presentations on Legal Rights			

		emergency								
		Anyone assigned to an armed post qualifies with the post weapons before assuming post duty								
	E.									
D	W	M	T	Q	DEFTION STANDARDS		Rating A/D/R	Corrective Action Required / Comments	Due Date	
					25. Recreation					
					A.	Outdoor/indoor recreation is provided				
					B.	Access to recreation activities 1 hour x 5 days				
					C.	Staff conduct daily searches of recreation areas				
					D.	In unit sedentary activities are available				
					26. Religious Practices					
					A.	Detainees are allowed to engage in religious services				
					B.	Authorized religious items are allowed in detainee possession				
					27. Special Management Unit (Administrative Segregation)					
					A.	Written order accompany detainee placed in SMU				
					B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)				
					C.	Detainees in SMU have access to legal materials				
					D.	Detainees in SMU retain visiting privileges				
					E.	Maintain a permanent log regarding detainee related activities				
					F.	SMU phone access same as general pop unless exception is made				
					G.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population				
					H.	The facility administrator (or designee) visits each				

				authority and facility administrator which is reviewed annually					
				Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter					
				The facility has a designated and approved isolation room for evaluation and treatment					
D	W	M	Q	DETENTION STANDARDS					
				Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes					
				31. Telephone Access					
				A. Upon intake, detainees are made aware of phone policies					
				B. Out of order phones reported to service provider					
				C. Telephones inspected regularly by staff					
				D. Telephone access rules posted in each housing unit					
				E. The number for the ICE OIG is posted in housing units					
				F. The pro bono list is posted in housing units					
				G. Emergency phone call messages delivered to detainees					
				H. Special access calls are available to detainees					
				I. Notification of telephone monitoring posted by unit phones					
				32. Terminal Illness, Advanced Directives, and Death					
				A. Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility					
				B. The facility has written plans for addressing organ donations					
				C. There is a policy addressing Do Not Resuscitate Orders					
				D. The facility has written procedures detailing the proper notifications					

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 4

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

1. DATE OF ORDER 06/12/2008	2. CONTRACT NO. (If any) DROIGSA-08-0019	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG050	4. REQUISITION/REFERENCE NO. FEP08R0868		

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

7. TO: a. NAME OF CONTRACTOR OTERO COUNTY OF	f. SHIP VIA
--	-------------

b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 112 LISA DRIVE		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY CHAPARRAL		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.	
e. STATE NM	f. ZIP CODE 880818018	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Detention & Removal
--	--

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

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS
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: 167223135 This task order is to allocated funding for detention services at the Otero County Processing Center in Chaparral, New Mexico. El Paso Field Office POC - Alfredo Fierro Continued ...					

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			\$7,682,960.00
b. STREET ADDRESS (or P.O. Box) IMMIGRATION AND CUSTOM ENFORCEMENT ATTN: Alfredo Fierro 8915 MONTANA AVE			17(i) GRAND TOTAL
c. CITY EL PASO	d. STATE TX	e. ZIP CODE 79925	

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

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2005)
Prescribed by GSA/FAR 48 CFR 53.213(e)

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

PAGE OF PAGES

2 4

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

DATE OF ORDER 06/12/2008	CONTRACT NO. DROIGSA-08-0019	ORDER NO. HSCEDM-08-F-IG050
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	at (915) [REDACTED] b6 Contracting Officer - Susan Erickson at (202) [REDACTED] b6 Accounting Info: [REDACTED] b2Low Period of Performance: 06/12/2008 to 08/28/2008					
0001	Detention Service to provide housing and care for aliens at the Otero County Processing Center, Chaparral, New Mexico. DETAINEE BED SPACE - 1,000 BED SPACE X 76 =76000 =\$7,371,240 Not to Exceed \$7,371,240	1	LO	7,371,240.00	7,371,240.00	
0002	.Transportation Guards . Hourly Rate \$11.36 Overtime Hourly rate \$17.04 Transportation guards shall be denoted as a separate item on submitted invoices. Not to Exceed = \$25,140.00	1	LO	25,140.00	25,140.00	
0003	Transportation shall be reimbursed at the mileage rate established pursuant to the current General Services Administration (GSA)/federal travel allowance rate at the time of Award. The mileage rate for this agreement is \$0.505/mile. Mileage shall be denoted as a separate item on submitted invoices. Not to Exceed \$286,580.00 SE Invoicing: The Service Provider shall Continued ...	1	LO	286,580.00	286,580.00	

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

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

PAGE OF PAGES

3

4

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/12/2008

DROIGSA-08-0019

HSCEDM-08-F-IG050

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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. 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 detainee(s) that was guarded. 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:</p> <p>Department of Homeland Security ATTN: Immigration and Customs Enforcement Contracting Officer's Technical Representative (COTR) Alfredo Fierro 8915 Montana Ave. El Paso, Texas 79925</p> <p>Phone: (915) [REDACTED] b6</p> <p>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 (30th) 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 Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

SCHEDULE - CONTINUATION

4

4

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

DATE OF ORDER

CONTRACT NO.

06/12/2008

DROIGSA-08-0019

ORDER NO.

HSCEDM-08-F-IG050

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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.</p> <p>The total amount of award: \$7,682,960.00. The obligation for this award is shown in box 17(i).</p>					

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

PO0001

06/28/2008

FEP08R0868

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: <<Enter Contract Specialist>>
Washington DC 20536

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

9A. AMENDMENT OF SOLICITATION NO.

OTERO COUNTY OF
112 LISA DRIVE
CHAPARRAL NM 880818018

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-08-0019
HSCEDM-08-F-IG050

10B. DATED (SEE ITEM 11)

06/12/2008

CODE 1672231350000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 167223135

A. The purpose of this modification is to correct the period of performance the referenc task order.

The period of performance is corrected as follow:

From: June 12, 2008 through August 28, 2008

To: June 23, 2008 through September 08, 2008

B. All other terms and conditions remain the same.

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)

6/28/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0019/HSCEDM-08-F-IG050/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/23/2008 to 09/08/2008				

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)

P00002

01/08/2009

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

ICE/Detention Mngt/Detention IGSAs
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: <<Enter Contract Specialist>>
Washington DC 20536

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

COUNTY OF OTERO
26 MCGREGOR RANGE RD
CHAPARRAL NM 880817753

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-08-0019
HSCEDM-08-F-IG050

10B. DATED (SEE ITEM 11)

06/12/2008

CODE 8290769130000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 829076913

The purpose of this modification is to correct the contractor's address and the Duns number *ek* on the referenced task order dated 06/12/2008 and modification P00001 dated 06/28/2008.

B. Point of Contacts:

EL Paso Field Office cotr: Alfredo Fierro (915) b2Low

OAQ Contracting Officer: Susan Erickson (202) b2Low

DASU: Elena Smyly (202)- 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	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Susan D. Erickson</i> (Signature of Contracting Officer)	1/08/09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-08-0019/HSCEDM-08-F-IG050/P00002

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>C. The contractor's address listed on the referenced task order and modification P00001 is corrected as follows:</p> <p>From: Otero, County of 112 Lisa Drive PMB 301 10 McGregor Range Road Chaparral, NM 880818018</p> <p>To: Otero, County of 26 McGregor Range Road Chaparral, NM 880818018</p> <p>D. The Duns number listed on the referenced task order and modification P00001 is corrected as follows:</p> <p>From: 167224135 To: 89076913</p> <p>E. All other terms and conditions remain the same.</p> <p>Period of Performance: 06/12/2008 to 08/28/2008</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 09/10/2008	2. CONTRACT NO. (If any) DROIGSA-08-0019	6. SHIP TO: a. NAME OF CONSIGNEE
3. ORDER NO. HSCEDM-09-F-IG034	4. REQUISITION/REFERENCE NO. FEP09R0002	

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

7. TO: a. NAME OF CONTRACTOR OTERO COUNTY OF	f. SHIP VIA
--	-------------

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 112 LISA DRIVE PMB 301 10 MCGREGOR RANGE ROAD	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY CHAPARRAL	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. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE NM	f. ZIP CODE 880818018	

9. ACCOUNTING AND APPROPRIATION DATA	10. REQUISITIONING OFFICE ICE Detention & Removal
--------------------------------------	--

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

13. PLACE OF 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 b2Low
--	------------------------------	------------------------	---	---------------------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 167223135 This task order is to continue detention and transportation service at the Otero County Processing Center for the fiscal year 2009 against the Inter-Governmental Service Agreement DROIGSA-08-0019. This Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME Dallas Finance Center			\$0.00	17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Department of Homeland Security Dallas Finance Center PO Box 560947				
c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356	\$0.00	

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

CONTRACT NO.

ORDER NO.

09/10/2008

DROIGSA-08-0019

HSCEDM-09-F-IG034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>awarded task order is being issued "Subject to the Availability of Funds". Period of Performance: 10/01/2008 to 09/30/2009</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained.</p> <p>1,000 beds 365 days = 365,000.00 X \$96.99 per diem = Not to Exceed \$35,401.35 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p>	1	EA	0.00	0.00	
0002	<p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely 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. The transportation rate will be reimbured at basic labor of \$11.36 per hour and overtime labor rate of \$17.04 Guard/Transportation cost estimate = 6639 HOURS X \$11.36 per hour = Not to Exceed \$75,419.04 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p>	1	HR	0.00	0.00	
0003	<p>Estimated reimbursable mileage = 15,384,615 miles X \$0.0585mileage rate = Not to exceed \$899,999.00. Continued ...</p>	1	LT	0.00	0.00	

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

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

PAGE OF PAGES

3 3

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/10/2008

DROIGSA-08-0019

HSCEDM-09-F-IG034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 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>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>					

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 10/17/2008	4. REQUISITION/PURCHASE REQ. NO. FEP09R0002	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) OTERO COUNTY OF 112 LISA DRIVE PMB 301 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1672231350000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0019 HSCEDM-09-F-IG034	10B. DATED (SEE ITEM 11) 09/10/2008

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)

b2Low

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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: 167223135

A. The purpose of this modification to correct the estimated cost on line items 0001 and 0003 on the referenced task order.

B. Point of Contacts:

Alfredo Fierro, COTR: (915) [b6]

Susan Erickson, Contracting Officer (202) [b6]

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 (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>Susan D. Erickson</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10/17/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-08-0019/HSCEDM-09-F-IG034/P00001

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: FOB: Destination Period of Performance: 10/01/2008 to 09/30/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained. The estimated cost for detention service is corrected as follows:</p> <p>From: 1,000 beds 365 days = 365,000.00 X \$96.99 per diem = \$35,401.350</p> <p>To: 1,000 beds 365 days = 365,000.00 X \$96.99 per diem = \$35,401,350.00</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	1	EA	0.00	0.00
0003	<p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Estimated reimbursable mileage = 15,384,615 miles X \$0.0585mileage rate = Not to exceed \$899,999.00.</p> <p>The estimated reimbursable mileage cost is corrected as follows:</p> <p>From: 15,384,615 miles X \$0.0585mileage rate = \$899,999.00.</p> <p>To: 1,538,461 miles X \$0.585mileage rate = \$899,999.68.</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>C. The referenced task order continues to be subject to the availability of funds.</p> <p>D. The total estimated amount of this task order is \$36,376,768.72.</p> <p>E. All other terms and conditions remain the same.</p>	1	LT	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/21/2008	4. REQUISITION/PURCHASE REQ. NO. FEP09R0002.1	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) OTERO COUNTY OF 112 LISA DRIVE PMB 301 10 MCGREGOR RANGE ROAD CHAPARRAL, NM 880818018		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1672231350000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0019 HSCEDM-09-F-IG034	9B. DATED (SEE ITEM 11) 10B. DATED (SEE ITEM 11) 09/10/2008

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: \$5,200,000.00
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)

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: 167223135

a) The purpose of this modification is to allocate funding at for detention and transportation services at the Otero County Processing Center, ChaparrAL, New Mexico.

b) Point of Contacts:

Alfredo Fierro, COTR: (915) [redacted] b6
 DASU - Elena Smyly: (202) [redacted] b6
 OAQ - Susan Erickson, Contracting Officer 202) [redacted] b6

c) All other terms and conditions remain the same.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Susan D. Erickson</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 11/21/08

NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 30 Days After Award Discount Terms: [REDACTED] b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2008 to 11/22/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained.</p> <p>1,000 beds 53 days = 53000 X \$96.99 per diem = Not to Exceed \$5,140,470.00</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$5,140,470.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	53000	EA	96.99	5,140,470.00
0002	<p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely 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. The transportation rate will be reimbursed at basic labor of \$11.36 per hour and overtime labor rate of \$17.04</p> <p>Guard/Transportation cost estimate = \$59,330.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>Continued ...</p>	1	LO	59,530.00	59,530.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-08-0019/HSCEDM-09-F-IG034/P00002

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2Low</p> <p>Funded: \$59,530.00</p> <p>Add Item as follows:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p>				0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00003

12/31/2008

See Schedule

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

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

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

OTERO COUNTY OF
112 LISA DRIVE PMB 301
10 MCGREGOR RANGE ROAD
CHAPARRAL NM 880818018

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-08-0019
HSCEDM-09-F-IG034

10B. DATED (SEE ITEM 11)

09/10/2008

CODE 1672231350000

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:

\$3,842,000.00

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: 167223135

a) The purpose of this modification is to allocate funding at for detention and transportation services at the Otero County Processing Center, ChaparrAL, New Mexico.

b) Point of Contacts:

Alfredo Fierro, COTR: (915) [redacted] b6

DASU - Elena Smyly: (202) [redacted] b6

OAQ - Susan Erickson, Contracting Officer (202) [redacted] b6

c) All other terms and conditions remain the same.

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)

31 DEC 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-08-0019/HSCEDM-09-F-IG034/P00003

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 30 Days After Award Discount Terms: b2Low 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: 10/01/2008 to 12/31/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained.</p> <p>1,000 beds 39 days = 39,000 X \$96.99 per diem = \$3,782,610.00</p> <p>This item is increased from \$5,140,470.00 by \$3,782,610.00 to \$8,923,080.00 Not to Exceed \$8,923,080.00</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 192109FEP00000431, FEP09R0002.1</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00 Accounting Info: b2Low</p> <p>Funded: \$3,782,610.00</p>	92000	EA	96.99	8,923,080.00
0002	<p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely 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. The transportation rate will be reimbured at basic Continued ...</p>	1	LO	118,920.00	118,920.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-08-0019/HSCEDM-09-F-IG034/P00003

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	labor of \$11.36 per hour and overtime labor rate of \$17.04 Guard/Transportation cost estimate = \$59,390.00 This item is increased from \$59,530.00 by \$59,390.00 to \$118,920.00. Not to exceed \$118,920.0 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 192109FEP00000431, FEP09R0002.1 Accounting Info: [REDACTED] b2Low Funded: \$0.00 Accounting Info: [REDACTED] b2Low Funded: \$59,390.00				

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

01/08/2009

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

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

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

COUNTY OF OTERO
26 MCGREGOR RANGE RD
CHAPARRAL NM 880817753

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-08-0019
HSCEDM-09-F-IG034

10B. DATED (SEE ITEM 11)

09/10/2008

CODE 8290769130000

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	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: 829076913

a) The purpose of this modification is to correct the contractor's address and the Duns number on the referenced task order dated 09/10/2008 and modifications P00001 dated 10/17/2008, P00002 dated 11/21/2008 and P00003 dated 12/31/2008.

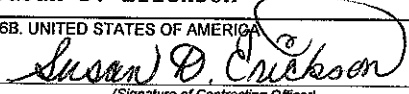
B. Point of Contacts:

EL Paso Field Office COTR: Alfredo Fierro (915) [redacted] b6

OAQ Contracting Officer: Susan Erickson (202) [redacted] b6

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)			1/08/09
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DASU: Elena Smyly (202)- [REDACTED] b6</p> <p>C. The contractor's address listed on the referenced task order, modifications P00001, P00002 and P00003 is corrected as follows:</p> <p>From: Otero, County of 112 Lisa Drive PMB 301 10 McGregor Range Road Chaparral, NM 880818018</p> <p>To: Otero, County of 26 McGregor Range Road Chaparral, NM 880818018</p> <p>D. The Duns number listed on the referenced task order, modifications P00001, P00002 and P00003 is corrected as follows:</p> <p>From: 167224135 To: 89076913</p> <p>E. All other terms and conditions remain the same.</p> <p>Period of Performance: 10/01/2008 to 12/31/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSAs Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) COUNTY OF OTERO 26 MCGREGOR RANGE RD CHAPARRAL NM 880817753		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 8290769130000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0019 HSCEDM-09-F-IG034	10B. DATED (SEE ITEM 11) 09/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$8,866,170.00

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:
	D. OTHER (Specify type of modification and authority)
X	IAW DROIGSA-08-0019

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: 829076913

a) The purpose of this modification is to add additional FY09 funding under requisition 192109FEP00000655 to cover services received through an estimated period of 3/31/09. Lin Item 0004 is added for transportation services from 1/1/09 through 3/31/09.

B. Point of Contacts:

EL Paso Field Office COTR: Alfredo Fierro (915) [redacted] b6

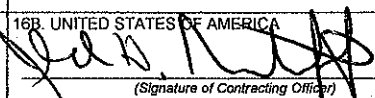
OAQ Contracting Officer: Susan Erickson (202) [redacted] b6

DASU: Elena Smyly (202) - [redacted] b6

C. All other terms and conditions remain the same.

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 20 Feb 09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Delivery: 30 Days After Award Discount Terms: b2Low</p> <p>FOB: Destination Period of Performance: 10/01/2008 to 03/31/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained.</p> <p>182,000 bed days X \$96.99 per bed day = NTE \$17,652,180.00</p> <p>This item is increased from \$8,923,080.00 by \$8,729,100.00 to \$17,652,180.00 Not to Exceed \$8,923,080.00</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 192109FEP00000431, 192109FEP00000655, FEP09R0002.1</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Quantity: 92000 Accounting Info: b2Low</p> <p>Funded: \$0.00 Accounting Info: b2Low</p> <p>Funded: \$0.00</p> <p>Delivery Location Code: ICE/DRO/EL PASO Immigration Customs Enforcement 1545 Hawkins Blvd. El Paso TX 79925 Quantity: 90000 Accounting Info: b2Low</p> <p>Continued ...</p>	82000	EA	96.99	17,652,180.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Funded: \$8,729,100.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely 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. The transportation rate will be reimbured at basic labor of \$11.36 per hour and overtime labor rate of \$17.04 Guard/Transportation cost estimate = \$118,920.00</p> <p>This item is increased from \$59,530.00 by \$59,390.00 to \$118,920.00. Not to exceed \$118,920.0 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 192109FEP00000431, FEP09R0002.1</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p>	1	LO	118,920.00	118,920.00
0004	<p>Add Item 0004 as follows:</p> <p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely 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. The transportation rate will be reimbured at basic labor of \$11.36 per hour and overtime labor rate Continued ...</p>	3	MO	45,690.00	137,070.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
COUNTY OF OTERO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	of \$17.04 Guard/Transportation cost estimate = \$137,070.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 192109FEP00000655 Delivery Location Code: ICE/DRO/EL PASO Immigration Customs Enforcement 1545 Hawkins Blvd. El Paso TX 79925 Accounting Info: <div style="background-color: black; color: white; padding: 2px; display: inline-block;">b2Low</div> Funded: \$137,070.00				