

Company Name:
CSI Aviation Services

Contract Number:
HSCEOP-07-A-00041 (HSCEOP07A00041)

Order Number:
HSCECR-08-J-CL020 (HSCECR08JCL020)

Requisition/Reference Number:
DRO-08-RQ30012

Latest Modification Processed:
P00004

Period of Performance:
7/20/2008 through 9/30/2008

Services Provided:
Provides air flight and bus transportation services from Tucson International Airport in Tucson, Arizona (AZ) to Mexico City International Airport, Mexico City, Mexico in support of the Mexican Interior Repatriation Program (MIRP).

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/15/2008		2. CONTRACT NO. (If any) HSCEOP-07-A-00041		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCECR-08-J-CL020		4. REQUISITION/REFERENCE NO. DRO-08-RQ30012		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		c. CITY Washington		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR CSI AVIATION SERVICES INC		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 3700 RIO GRANDE BLVD NW STE 1		d. CITY ALBUQUERQUE		e. STATE NM	f. ZIP CODE 871072876
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone		f. EMERGING SMALL BUSINESS		g. SERVICE-DISABLED VETERAN-OWNED <input checked="" type="checkbox"/>	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		12. F.O.B. POINT Destination	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	GSA Contract #: GS-07F-5499P DUNS Number: 102793460 This BPA Call Order is placed against BPA Number HSCEOP-07-A-00041 to obtain bus, armed and unarmed guard services, charter flight services, and bus tickets in Mexico Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				\$12,859,488.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-CR						
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620		\$12,859,488.00	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Anthony M. Gomez, Jr. TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 07/15/2008	CONTRACT NO. HSCEOP-07-A-00041	ORDER NO. HSCECR-08-J-CL020
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>City, Mexico in support of the FY2008 Mexican Interior Repatriation Program (MIRP).</p> <p>Services are to be provided in accordance with the attached Performance Work Statement. Vendor's proposal dated 07/15/2008 is hereby incorporated.</p> <p>Invoices shall be submitted in accordance with the terms and conditions of the BPA and specific instructions provided herein.</p> <p>Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 07/20/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>When using the form SF347, please edit language to read:</p> <p>a. By mail: (See Block 21)</p> <p>or</p> <p>When using the form SF1449, please edit language to read:</p> <p>b. By mail: (See Block 18a)</p> <p>or</p> <p>When using the form SF30, please edit language to read:</p> <p>c. By mail: DHS, ICE</p> <p>Burlington Finance Center</p> <p>Continued ...</p>					

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

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

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

DATE OF ORDER 07/15/2008	CONTRACT NO. HSCEOP-07-A-00041	ORDER NO. HSCECR-08-J-CL020
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>P.O. Box 1620</p> <p>Williston, VT 05495-1620</p> <p>Attn: ICE-CR</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after mm/dd/yyyy to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt <p>Continued ...</p>					

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

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

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

DATE OF ORDER 07/15/2008	CONTRACT NO. HSCEOP-07-A-00041	ORDER NO. HSCECR-08-J-CL020
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p> <p>Continued ...</p>					

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

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

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

DATE OF ORDER 07/15/2008	CONTRACT NO. HSCEOP-07-A-00041	ORDER NO. HSCECR-08-J-CL020
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>Accounting Info:</p> <p>[REDACTED] b2High</p> <p>Period of Performance: 07/20/2008 to 09/30/2008</p> <p>FUNDING FOR THE MEXICAN INTERIOR REPATRIATION PROGRAM (MIRP). PERIOD OF PERFORMANCE IS FROM JULY 20, 2008 THROUGH SEPTEMBER 30, 2008.</p> <p>Pricing for the services to be provided under this BPA Call are fixed price with a Not To Exceed ceiling of \$12,859,499.00 as specified in the following schedule of supplies and services:</p> <p>MIRP 2008</p> <p>SCHEDULE OF SUPPLIES AND SERVICES</p> <p>CLIN 0001 Daily Charter Flights IAW PWS from Tucson, AZ (TUS) to Mexico City (MMMX) Round Trip for 72 days = \$ [REDACTED] b4</p> <p>CLIN 0001A First Daily Charter Flight from Tucson, AZ (TUS) to Mexico City, Mexico (MMMX) Round Trip Price per Flight = \$ [REDACTED] b4</p> <p>CLIN 0001B Second Daily Charter Flight from Tucson, AZ (TUS) to Mexico City, Mexico (MMMX) Round Trip Price per Flight = \$ [REDACTED] b4</p> <p>CLIN 0002 Round Trip Bus Transportation per PWS</p> <p>CLIN 0002A Round Trip Bus Transportation per PWS, three (3) buses per trip, two (2) times per day from Nogales, AZ to Tucson, AZ (TUS). NTE 40 PAX per bus per trip for 72 days. Vendor will Continued ...</p>	1	LO	12,859,488.00	12,859,488.00	

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

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

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

DATE OF ORDER 07/15/2008	CONTRACT NO. HSCEOP-07-A-00041	ORDER NO. HSCECR-08-J-CL020
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>invoice for actual number of round trips per bus. NTE \$ [REDACTED] b4</p> <p>CLIN 0002B Round Trip Bus Transportation per PWS, one (1) bus per trip, one (1) time per day from Yuma, AZ to Tucson, AZ (TUS) NTE 40 PAX per bus per trip for 72 days. Vendor will invoice for actual number of round trips per bus. NTE \$ [REDACTED] b4.</p> <p>CLIN 0003 Security Guards for Nogales Processing Center (18 guards per day x 72 days) Price per Day x 72 days = \$ [REDACTED] b4.</p> <p>CLIN 0003A Armed Guards (two guards, joint daily shift per PWS) Price per Guard per Day x 72 days NTE \$ [REDACTED] b4</p> <p>CLIN 0003B Unarmed Guards (sixteen guards, three shifts per PWS) Price per Guard per Day x 72 days NTE \$ [REDACTED] b4.</p> <p>CLIN 0004 Mexican Bus Tickets from Mexico City per PWS 240 PAX x 72 (average ticket of \$50) NTE [REDACTED] b4.</p> <p>TOTAL Not to Exceed (NTE) Includes Mexican Bus Tickets \$ [REDACTED] b4.</p> <p>The Program Office POC is Arthur Howard (202) 732-[REDACTED] b6.</p> <p>The Office of Acquisition Management POC is Anthony Gomez (202) 307-[REDACTED] b6.</p> <p>The total amount of award: \$12,859,488.00. The obligation for this award is shown in box 17(i).</p>					

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



U.S. Immigration and Customs Enforcement

FY 2008 MEXICAN INTERIOR REPATRIATION PROGRAM (MIRP)

PERFORMANCE WORK STATEMENT

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DESCRIPTION/SPECIFICATIONS

Period of Performance: July 20, 2008 to September 30, 2008.
No option years or periods will be associated with this contract

1. AIRCRAFT and AIRCREW REQUIREMENTS:

This requirement is for up to two flights daily to transport up to 120 alien nationals per flight (a total of up to 240 per day) plus contractor security crew and flight nurse from Tucson International Airport (TUS), AZ directly to Juarez International Airport (MMMX), Mexico City, MX. This contract will be for a total "wet lease", with all-inclusive pricing to include aircraft, flight crew, flight attendants, security crew, flight nurse, insurance, fuel, all airport and landing fees, customs fees, ground fees, and any miscellaneous fees. The security crew **will not carry weapons**, and will consist of twelve cabin security personnel (at least two of which will be female, and at least eight of which will be proficient in both Spanish and English), plus a flight nurse proficient in both Spanish and English. Security crew duties and responsibilities are described below.

1a. For each flight, failure to provide a suitable aircraft, flight crew, security crew and flight nurse as described above, in both number and qualifications, will result in a flight being held for departure until compliance. All **flight delays, cancellations, or non-availability** incurred as a consequence of the aircraft and/or crew not meeting number and/or qualification requirements will result in non-performance deductions as described below in **Flight Delays and Cancellations**.

1b. The alien nationals being transported are in the custody of ICE because of entering the United States illegally. They are considered to be non-violent and non-criminal and shall not be restrained during the flight unless, at the discretion of the security officers, the detainee poses a security risk while the aircraft is in motion.

1c. The air carrier may be either a US Flag or foreign carrier. US Flag operators will be FAA-certified air carriers/commercial operators under 14 CFR Part 119, 121, 125, 129 or 135 and operate the aircraft in compliance with 14 CFR Part 119, 121, 125, 129 or 135, as applicable for their type operations and certificates. For foreign operators, refer to the respective Joint Aviation Requirements (JAR) or other civil regulatory equivalent. In addition, the vendor must use only pilots and flight attendants qualified, current, and authorized to act as flight crewmembers under the vendor's air carrier/operator certificates (14 CFR, Part 119, 121, 125, 129 or 135 or for foreign operators, refer to the respective JAR or other civil regulatory equivalent). The contractor shall certify that the operating air carrier complies with all US laws and regulations applicable to the provision of International Air Transportation between the US and all destinations. The contractor shall certify that the air carrier (1) is authorized by DOT to perform the specific air services in question; (2) holds the requisite safety authority from the Federal Aviation Administration; and (3) if a foreign air carrier, holds appropriate economic authority from the Department of Transportation (DOT) under 49 U.S.C. 41301 (foreign carriers), or an exemption from those requirements. The contractor shall provide documentation supporting these certifications within fifteen (15) calendar days after award or no later than 48 hours prior to any flight, whichever occurs first, and any further documentation as may be requested by the Contracting Officer thereafter. Failure to do so shall result in termination for default. Contractors are reminded that all certifications are subject to the

prohibition against making false statements to the Government under 18 U.S.C. § 1001, which may result in fines or imprisonment for up to five years, or both. False certifications shall also result in termination for default and may be grounds for debarment.

NOTE: The FAA (or foreign equivalent) registration number(s), aircraft owner and nationality, number of seats and configuration, make and model for each aircraft to be utilized shall be included with the offeror's proposal. Each aircraft shall be fully equipped with an enclosed lavatory.

1d. The contractor shall be prepared to provide up to two flights per day seven days a week. This may require the contractor to provide two aircraft.

1e. Flights shall originate between 6:00 a.m. and 6:00 p.m. local Tucson, AZ time. Specific departure times will be as directed by the COTR, but for planning purposes, will normally be 0830 and 1630 local Tucson time seven days per week. All flights shall originate from the Tucson International Airport unless field repairs or airport operating restrictions require use of an alternate departure location. The Government reserves the right to cancel one or both flights or to change the departure time on any given day, after providing the contractor at least two (2) hours notice prior to the scheduled departure time. ICE Officers will normally accompany the flights and when on board, the ICE Officers will be responsible for the custody of the alien national passengers. The cabin security crew and flight nurse will be under the supervision of the ICE Officers, and will comply with their directions. If no ICE Officer is embarked, the senior contractor security officer will be responsible for the care and security of the passengers and direction of the security crew.

Identifiers for airports that may be utilized are as follows:

KTUS—Tucson International, Tucson, AZ

MMMX—Juarez International, Mexico City, MX

MMPB—Hermanos Serdan International, Puebla, MX (alternate airport, if required)

1f. When on board, the US Government officials will be responsible for all direct liaison and discussion with foreign government officials regarding passenger immigration status in the US and the reason for their return. When not on board, other US Government officials will meet the aircraft at destination airports and will speak on behalf of the US Government.

1g. The contractor shall be responsible for the security and medical services on the aircraft. All passengers shall be loaded onto the aircraft by US Government officials. The contractor's security officers shall be required to assist US government officials when loading passengers on the aircraft to include a pre-boarding external body search of each alien national for possible weapons and contraband. Property to be carried in the aircraft cargo holds will be accepted from the ICE officials and then loaded on the aircraft by the contractor security officers. Personal property will be received from ICE officials, inspected for contraband, and if acceptable, returned to the Mexican nationals who will then be responsible for their property. Confiscated contraband will be turned over to ICE officials for disposal. In flight, the contractor security guards will be responsible to ensure that the passengers are transported in an orderly, safe, secure and humane manner. The contractor's crew and security officers shall also be required to assist the ICE officer, if

onboard, or destination ICE officials and foreign government officials, with the unloading of passengers to include property unloading and return. Unarmed security officers shall be under the operational control of the Contractor either as an employee or acting as a de facto employee by a subcontract relationship. If an ICE officer is on board the aircraft, he will be responsible for the custody of the alien national passengers. Additionally, the cabin security crew will be under the supervision of any onboard ICE officer, and will comply with his directions.

1h. Cabin security personnel will all wear similar leather shoes, khaki pants, and polo shirts—no tee shirts, jeans, or tennis shoes will be permitted—and, shall provide for the care, custody, and security of the passengers during the transportation process only.

1i. All contractor personnel shall be required to have valid passports and any required visas to permit departure from and entry into the United States and Mexico.

1j. Prior to the initial flight, the vendor will provide the full name, social security number, passport number, passport expiration date, and date of birth of every crewmember to include pilots, flight attendants, security personnel, and the flight nurse. The contractor will ensure and certify that the unarmed security officers meet the minimum requirements of one year of full-time experience as a United States corrections/detention officer or as a law enforcement officer employed by a United States state or federal law enforcement entity. ICE will not provide a training program for contractor personnel. In addition, the contractor will certify that all personnel provided have successfully completed a seven-year criminal background investigation within the previous twelve months, and that based on the results of the background investigation, a determination has been made that they are qualified to perform duties associated with these flights. Any instance of criminal conviction, or non-disclosure of same, will preclude an individual from eligibility to act in any crewmember position.

1k. The flight nurse shall be a licensed physician, nurse practitioner, or registered nurse able to demonstrate proficiency in aviation medicine through a recognized United States accrediting organization and shall be proficient in both the Spanish and English languages. The flight nurse will maintain current qualifications to provide urgent first responder care, including use of an Automated External Defibrillator (AED). Aircraft will be equipped with at least one AED and at least one commercial airline standard first aid kit. The flight nurse shall provide for the medical care and treatment of the alien nationals during the transportation process only. Additionally, the contractor will provide 24-hour airborne access to physician medical assistance/guidance for the flight nurse, either using a company physician or a sub-contractor such as Medaire. Certification of compliance with the requirements above will be provided in writing no later than 48 hours prior to any flight nurse working a flight.

1l. Flight attendants will be provided to meet flight safety and FAA requirements, but will not interact with the detainee passengers, US government officials, or foreign government officials.

1m. Each alien national to be transported shall be allowed baggage not to exceed 40 pounds.

1n. Catering—no catering is required; however sufficient bottled drinking water is required to be onboard for each leg. Prior to departure, the US Government may provide a meal and drink to the passengers, which may be taken on the flights. The contractor shall provide sufficient crew to provide clean up for any food service provided. *The contractor shall be responsible for disposing of refuse generated during the course of each flight.*

1o. The contractor shall be responsible for obtaining all required clearances relating to the aircraft, personnel, and subcontractors, to include inbound clearances. The US Government shall assist with expediting the acceptance process of the aircraft and crew into the United States where possible.

1p. The contractor shall park the aircraft at loading and unloading locations within the selected airports after coordination with the COTR.

2. Flight Delays and Cancellations—deductions will be taken by the government in response to contractor-caused flight delays and/or cancelled flights that are addressed in the contract. *If a replacement aircraft is required for any flight, it shall have, at a minimum, the same performance and seating capabilities as the regularly scheduled aircraft.*

PERFORMANCE MEASURES & DEDUCTION TABLE

The following performance measures will apply, in accordance with FAR 37.601(a) (3) for non-performance, or for failure to completely comply with the requirements of this contract. These performance measures shall be in the form of a deduction of payments for each occurrence in the following amounts: **late flights** \$10,000; **non-availability** \$25,000 per scheduled flight missed plus \$97.00 per alien national per day required to be kept in detention at government expense beyond the original scheduled departure date; **cancelled** \$20,000 plus \$97.00 per alien national per day required to be kept in detention at government expense beyond the original scheduled departure date.

Item #	Performance Requirement for the MIRP	Acceptable Quality Level (AQL)	Monitoring Method
1	The Contractor shall ensure that all flights depart the gate or loading area to commence taxi for takeoff no later than one hour after the scheduled departure time unless delays are caused by the government. Such flights will be termed as late flights . Take off will be accomplished without undue delay except for any imposed by the FAA, or its foreign equivalent for departures outside the US.	More than three (3) late flights during the period of performance will result in a review for possible contract termination for non-performance. Deduction in payment of \$10,000 per occurrence of a late flight will accrue.	COTR review of departure times provided by the onboard ICE officer after coordination for concurrence with the senior onboard contractor security representative.
2	Aircraft available but unable to depart the gate or loading area within four hours of the scheduled departure time because of contractor-caused delays will result in the flight being cancelled .	Any instance of a flight cancelled as a result of contractor error will result in a review for possible contract termination for non-performance as well as a deduction in payment of \$20,000 plus \$97.00 per day per alien required to be kept in detention at government expense beyond the original scheduled departure date.	COTR review of departure times provided by the onboard ICE officer after coordination for concurrence with the senior onboard contractor security representative.

Item #	Performance Requirement for the MIRP	Acceptable Quality Level (AQL)	Monitoring Method
3	<p>The Contractor shall be responsible for ensuring a suitable aircraft and crew, that fully meet SOW requirements, is available for each scheduled flight and that the side number of that aircraft and crew information is provided to the COTR at least 48 hours prior to the scheduled flight departure time. Not providing a suitable aircraft and crew to the COTR by 48 hours prior to scheduled departure will be termed <u>non-availability</u>. Aircraft substitutions less than 48 hours prior to the scheduled departure time will only be permitted to replace mechanically-deficient aircraft or for other unusual circumstances, but in all cases, require prior approval by the COTR to verify validity of the requirement for a change of aircraft. Contractor inability to provide a suitable aircraft and crew at the departure location within four hours of scheduled departure will be termed <u>non-availability</u>.</p>	<p>Any instance of <u>non-availability</u> during the period of performance will result in a review for possible contract termination for non-performance as well as a deduction in payment of \$25,000 per scheduled flight missed as well as \$97.00 per day per alien required to be kept in detention beyond the original scheduled departure date.</p>	<p>COTR review of aircraft side number provided by onboard ICE officer, or as reported by the contractor.</p>

Comment [a1]: does this mean identification, or actual physically available 48 hours prior?

3. GOVERNMENT REQUIREMENTS

The US Government shall ensure that all passengers to be transported shall be fully security screened and properly documented in all respects to leave the United States for return to their country.

3a. The US Government shall provide the contractor with a manifest containing the names of all passengers for each flight prior to departure.

3b. The US Government cannot guarantee acceptance of all boarded passengers by their country, however, the responsibility for handling any incidents of non-acceptance shall fall on the US and foreign Government, not on the contractor.

4. MEXICO BUS TICKET REQUIREMENTS:

The contractor shall deploy a travel agent/company representative to the Nogales Staging Facility to gather information from the travelers after they are screened and cleared to travel and prior to boarding the aircraft, for the purpose of obtaining travelers' bus ticket destinations. This representative will also be required to obtain bus ticket destinations for Mexican nationals arraigned in Yuma.

4a. The contractor shall provide the personnel, buses, and other facilities required to meet Mexican nationals returning from the United States and arriving at the Mexico City International airport. **NOTE: the contractor shall not provide bus tickets to Mexican nationals who reside in Mexico City, the state of Sonora, or to destinations not documented as the individual's place of residence.**

4b. Prior to the arrival of each flight, the contractor shall deploy a travel agent/company representative to the Mexico City International Airport. The contractor shall provide transport for the Mexican nationals from the parked aircraft position to the airport terminal and/or to the nearest full-service local bus terminal, as necessary. The contractor shall provide each Mexican national with a bus ticket for transport to, or as close to their respective village, town, or city as possible, however, no bus tickets will be provided to Mexican nationals who reside in Mexico City, the state of Sonora, or to destinations not documented as the individual's place of residence.

4c. The contractor shall purchase non-refundable, non-transferable, one-way tickets and deliver them to those Mexican nationals electing onward transportation only to their documented Mexican place of residence and excluding Mexico City and the state of Sonora.

4d. The contractor shall maintain and provide the US Government with documentation that denotes each onward traveler's name, destination, and the cost of their bus ticket. The contractor shall also provide a means to collect this information (i.e., a portable laptop computer with a high-speed-wireless internet connection and access). This information shall be forwarded electronically by 12:00 PM Washington, DC local time on the day following each flight to the ICE headquarters point of contact, the COTR, and any additional offices that he shall designate. This information shall be available in hard copy, upon Government request, at no additional cost to the Government with the following sorting format for both the electronic and hard copy report: last name first, first name last, destination, and cost of bus ticket, sorted in this order. Included also, will be a daily cumulative status of the average cost of tickets issued.

5. DOMESTIC SECURITY and TRANSPORTATION REQUIREMENTS

The contractor will provide all such transportation services as may be required to transport Mexican nationals securely, in a timely manner, to designated locations. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. While on duty, but not providing transportation services, the contractor shall assign the employees to supplement security duties within the facility to assist ICE designated officials.

5a. The contractor shall assign at least four (4) two-person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period daily. Each team will consist of an armed escort and driver. Drivers will require a valid Commercial Drivers License (CDL) for each state in which they will operate a vehicle. 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.

5b. The contractor shall furnish a minimum of five (5) vehicles in good repair and suitable, pending approval by the government, to safely provide the required transportation service. At least four of the vehicles must have the capacity of either forty-eight (48) or forty (40) passengers and the other vehicle must have a capacity of at least twelve (12) passengers. Nothing in this contract shall restrict the contractor from acquiring additional vehicles as deemed necessary by the contractor at no cost to the Government. The contractor shall not allow employees to use their privately owned vehicles to transport Mexican nationals. The contractor shall furnish vehicles equipped with interior security features including physical separation of Mexican nationals from guards. The contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. In accordance with the transportation requirements outlined in the Detention and Removal Operations Policy and Procedure Manual (DROPPM) Appendix 32-1 the following are the specific minimum vehicle security requirements:

- No specific external modifications/markings
- Enclosed lavatory on buses
- Security screening on interior of windows (metal bars or metal screens sufficient to prevent external entry or internal egress)
- Front security partition to separate passenger seats from driver and escort (buses require metal screen with door that can be secured without access from the passenger compartment—van requires a metal screen)
- Air conditioning
- Sufficient seating for at least 40 detainees on buses/12 detainees if a van

ICE review/approval of the interior security specifications will be completed after submission of a narrative description of the above modifications is provided to the COTR by the vendor awarded the contract. The contractor may, at his discretion, provide vehicles that exceed these minimum requirements.

5c. Transportation services and vehicles are to be provided in accordance with ICE Detention Standards and policies and shall be accomplished in the most economical manner. ICE transportation standards related to the number of hours the contractor employee may operate a vehicle as well as other specific ICE vehicle and operator guidelines/standards are provided in the DROPPM Appendix 26-1, Security and Control/Transportation (Land Transportation) which may be linked from intranet.ice.dhs.gov/sites/dro/.

5d. Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, successfully complete the same criminal background checks, and wear the same uniforms as those contractor personnel that are provided for in the other areas of this contract. In addition, the contractor will certify that all transportation officers provided have successfully completed criminal background

investigations within the previous twelve months, and that based on the results of the background investigation, a determination has been made that they are qualified to perform duties associated with this contract. Any instance of justifiable criminal arrest and/or conviction, or non-disclosure of same, will preclude an individual from eligibility to act in any position associated with this contract. Post award questions concerning guard assignments shall be directed to the COTR for final determination.

5e. The Contractor shall, either when directed by the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An armed escort 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 Contractor shall then transport the detainee to the detention site.

5f. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

5g. The Contractor shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and assigned employees. Communication capability shall be coordinated with the COTR to ensure compatibility with ICE communication at a vehicle-to-vehicle, vehicle to base station, and vehicle to handheld communications level.

5h. *DHS/ICE USE OF FORCE POLICY is hereby incorporated into the contract by reference.* The policy is located in the DROPPM, Chapter 28 "Security and Control", which can be linked from intranet.ice.dhs.gov/sites/dro/.

5i. ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following: two daily trips from the Nogales Processing Center (NPC) to Tucson International Airport (TUS) and return; one daily trip from the Yuma Processing Center to TUS and return. Details are provided below.

5j. The Contractor is to provide ground transportation from the Nogales Border Patrol Station Processing Center (NPC) to the Tucson International Airport (TUS) with minimum capacity of 120 Mexican nationals using three buses with one driver and one armed security escort each (a total requirement of 3 drivers and 3 armed security escorts). ICE staff will escort buses to the airport to provide additional security during transport and on the tarmac during boarding of alien nationals and loading of property. A maximum of two daily bus runs are required from NPC to TUS seven days per week.

5k. The Contractor is to provide one daily bus trip from Yuma, AZ to TUS using one driver and one armed security escort. Departure from Yuma will be made in time to arrive at TUS one hour prior to the scheduled afternoon flight departure. At the discretion of the COTR, a van may be used instead of a bus if warranted by load requirements.

5l. As directed by the COTR, ground transportation from Yuma and Nogales shall depart so as to arrive at TUS at least one hour before scheduled flight departure. Normal daily TUS flight departure times will be 0830 and 1630 local time. Notification will be

provided by the government if fewer than the trips described above will be required on any day owing to decreased loads.

5m. Additionally, the contractor will provide two (2) **armed** security guards to monitor the perimeter of the NPC, between the hours of 0100 and 1700 local, seven days per week. The contractor shall also provide 16 unarmed security guards to support security functions inside of the NPC in three shifts: five (5) guards on morning shift; six (6) guards on evening shift; and five (5) guards on night shift. Specific scheduling information and assignments will be given by the NPC ICE Officer in Charge.

5n. Bus Delays and Cancellations: as listed in the Performance Measures and Deduction Table above, penalties shall be invoked by the government in response to contractor-caused flight delays and/or cancelled flights whether caused by aircraft or ground transportation. A flight delayed by one hour or cancelled, because of bus delays and/or mechanical difficulties, and/or failure of the contractor to comply fully with the scheduled detainee departure shall result in the contractor having deductions made for non-performance as follows: **late** flight resulting from flight departure delay beyond one hour--\$10,000 per occurrence; flight **cancellation** because the flight cannot depart within four hours of the scheduled departure time--\$20,000.00 plus \$97.00 per day per scheduled alien national required to be detained at government expense beyond the original scheduled departure date.

6. CONTRACT OVERSIGHT/MANAGEMENT

The Contractor shall provide appropriate management effort to ensure that all services required under this contract are performed in a timely and satisfactory manner.

Explanation of Ordering and Pricing: The base period of this contract, from July 20, 2008 through September 30, 2008, is provided for an IDIQ contract. (1) The Contractor will provide a cost for each flight (i.e., KTUS-MMMX-KTUS) and will be paid for flights completed. (2) The Contractor will provide an all-inclusive cost for each type of bus/van run (i.e., Nogales NPC-TUS-NPC and Yuma Station-TUS-Yuma Station) and will be paid for trips completed. (3) The contractor will provide a cost per day for the additional NPS security guards and will be paid for days the guards are provided. (4) The Contractor will provide bus tickets from Mexico City at an average cost of \$50.00 with a not-to-exceed amount of \$1, 032,000.00. The Government reserves the right to cancel or change departure times for flights, bus or van trips after providing the contractor at least two hours notice prior to the originally scheduled departure time. For other than cancellations or rescheduling directed by the government, if a scheduled flight or bus/van trip is not completed because of fault of the government, the contractor will be paid.

NOTE: THE GOVERNMENT IS UNDER NO OBLIGATION TO ORDER ANY MINIMUM AMOUNT OF SERVICES.

7. CONTRACTING OFFICER

The Contracting Officer for this contract is:

Anthony Max Gomez, Jr.
425 I Street, NW, Room LL100 (OAQ-CR)

Washington, DC, 20536
Phone: 202-307-6108/FAX: 202-616-1512

8. INVOICING

All invoices are to be submitted, ON A MONTHLY BASIS, either by mail or FAX, to the Contracting Officer Technical Representative (COTR):

Arthur Howard
800 K Street, NW
Suite 680 (RMD/FOU)
Washington, DC 20536
FAX: 202-732- [REDACTED] b6

9. PERMITS AND LICENSES

In the performance of the work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses required by Federal, state, or local governments, or subdivisions thereof, or of any other duly constituted public authority. Further, the Contractor shall obey and abide by all applicable laws and ordinances

10. SUBCONTRACTING

In accordance with HSAR 3052.219-70, and as applicable to commercial contracts, should the contractor intend to subcontract any portion of the requirements of this contract, the SF 295 "Summary Subcontract Report" must be completed in the Electronic Subcontracting Reporting System (ESRS). This website can be accessed at <http://www.esrs.gov>.

11. PROPOSAL SUBMITTAL INSTRUCTIONS

1. Telegraphic/electronic submission of proposals will be accepted, in accordance with FAR 52.214-13.
2. Proposals must be submitted by the closing date: Monday, June 20, 2008 at 2:00 p.m. EDT
3. Completion of subcontracting information in the ESRS must be accomplished simultaneous with proposal submission. (see above)

EVALUATION FACTORS FOR AWARD
MIRP 2008

GENERAL. Offers will be evaluated on a **pass/fail** basis against the technical evaluation factors set forth below. Offers that do not obtain a pass rating on **all** of the technical evaluation factors will be deemed unacceptable and excluded from further consideration for award.

1. **TECHNICAL.** To be determined technically acceptable, the offer must meet technical requirements in each of the areas identified by the following evaluation factors:

Overall demonstrated ability to meet or exceed the requirements set forth in the Description/Specification/Work Statement.

(a) Ability to meet all itinerary requirements of the solicitation that includes:

- identification of the aircraft proposed,
- ability to meet schedule requirements,
- tail number(s) of the aircraft being proposed,
- seating capability to carry 120 Mexican nationals plus the security crew and flight nurse;
- certification of flight crew, security crew, and flight nurse meeting qualification requirements;
- replacement aircraft with the same seating and performance capabilities as the proposed aircraft;
- ability to meet similar requirements for Security and Ground Transportation equipment and personnel;
- a complete Mexico Bus Voucher program that meets solicitation requirements.

3. **PRICE:** Price will be evaluated by the Contracting Officer after receipt of a technical evaluation by the Program Office Technical Review Board. The technical evaluation will rate how each proposal is able to meet the Technical requirements in the solicitation as described above.

(a) Contractor must be deemed responsible within the qualifications of FAR Part 9.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO.

3 EFFECTIVE DATE

4 REQUISITION/PURCHASE REQ. NO.

5 PROJECT NO (if applicable)

P00001

07/31/2008

DRO-08-RQ30021

6 ISSUED BY

CODE

ICE/CR/REMOVALS

7 ADMINISTERED BY (if other than item 6)

CODE

ICE/CR/REMOVALS

ICE/Compliance & Removals/Removals
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICE/Compliance & Removals/Removals
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Valerie Proctor
Washington DC 20536

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

CSI AVIATION SERVICES INC
3700 RIO GRANDE BLVD NW STE 1
ALBUQUERQUE NM 871072876

(x) 9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

x 10A MODIFICATION OF CONTRACT/ORDER NO
HSCEOP-07-A-00041

HSCECR-08-J-CL020

10B DATED (SEE ITEM 11)

07/15/2008

CODE 102793460000

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 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

Net Increase:

\$40,200.00

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1 Changes - Fixed Price
	D OTHER (Specify type of modification and authority)

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

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

GSA Contract #: GS-07F-5499P

DUNS Number: 102793460

The purpose of this modification is to address three items: a) state the unarmed guard shifts at the Nogales Processing Center at no additional cost to the Government; b) add funding for taxes associated with the use of additional passenger seats above the require 120; c) and clarify invoicing instructions.

1) At no additional cost to the Government, the sixteen (16) unarmed guards at the Nogales Processing center will follow the below stated schedule:

Morning Shift - three (3) guards 0800-1600

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) Deborah MacStigs - EAP		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Gomez, Jr.	
15B CONTRACTOR/OFFEROR 	15C DATE SIGNED 8/5/08	16B UNITED STATES OF AMERICA 	16C DATE SIGNED AUG 05 2008

NSN 7540-01-182-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUM. BEING CONTINUED
 HSCEOP-07-A-00041/HSCECR-08-J-CL020/P00001

PAGE OF
 2 3

NAME OF OFFEROR OR CONTRACTOR
 CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Evening Shift - four (4) guards 1600-2400</p> <p>Night Shift - three (3) guards 2400-0800</p> <p>2) Additional passenger taxes are necessary for any passenger seats used above the required 120 seats of the original Call Order. Funding is being provided under Item 0002 for taxes on a Not To Exceed (NTE) basis when more than 120 detainee seats are required on flights. The cost per passenger for the additional taxes is \$ [b4].</p> <p>3) The funding for this Call Order is increased by \$40,200.00 from 12,899,688.00 to \$12,939,888.00. The total amount of funds obligated on this Call is \$12,939,888.00.</p> <p>4) Invoices may be submitted on a bi-monthly basis in accordance with the invoicing provisions of this Call Order. Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: [b2High]</p> <p>[b2High]</p> <p>FOB: Destination Period of Performance: 07/20/2008 to 09/30/2008</p> <p>Add Item 0002 as follows:</p>				
0002	<p>SUPPLEMENTAL FUNDING FOR THE MEXICAN INTERIOR REPATRIATION PROGRAM (MIRP), PASSENGER TAXES FOR OVER 120 PASSENGER SEATS. PERIOD OF PERFORMANCE IS FROM JULY 14, 2008 THROUGH SEPTEMBER 30 2008. PLEASE REFERENCE CONTRACT # HSCEOP-07-A-00041 - ORDER # HSCECR-08-J-CL020.</p> <p>Period of Performance: 08/01/2008 to 09/30/2008 This is a Not To Exceed (NTE) Line Item. Charges for additional taxes shall be invoiced on a per seat basis with regular invoices in accordance Continued ...</p>	1	LO	40,200.00	40,200.00

CONTINUATION SHEET

REFERENCE NO. OF DDCA
HSCEOP-07-A-00041/HSCPCR-08-J-CL020/P00001

BEING CONTINUED

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>with the invoicing instructions.</p> <p>The DRO POC is Arthur Howard, (202) 732-b6.</p> <p>The ICE POC is Anthony Gomez, (202) 307-b6.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 08/15/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/CR/REMOVALS	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Vlad Jockovic Washington DC 20536	CODE ICE/CR/REMOVALS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CSI AVIATION SERVICES INC 3700 RIO GRANDE BLVD NW STE 1 ALBUQUERQUE NM 871072876		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1027934600000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-A-00041 HSCECR-08-J-CL020	10B. DATED (SEE ITEM 11) 07/15/2008

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)
N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Price
	D. OTHER (Specify type of modification and authority)

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

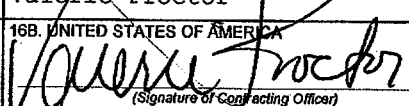
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-07F-5499P
DUNS Number: 102793460
The purpose of this modification is to change invoice instructions to read:

DHS/ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT. 05495-1620
Attn: ICE-DRO-HQ-REMOVAL MANAGEMENT INVOICE

Effective as of 07/07/2008
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie Proctor
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 8-15-08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-A-00041/HSCECR-08-J-CL020/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 07/20/2008 to 09/30/2008 POC Washington DC: Vlad Jockovic 202-616- [REDACTED] b6 POC Program: Arthur Howard 202-732- [REDACTED] b6</p>				

Jockovic, Vladimir

From: Campbell, Kecia L
Sent: Thursday, March 20, 2008 11:51 AM
To: #ICE ACQ CAB2; #FPS ACQ All
Cc: Verlik, Rachel
Subject: Clarification of Burlington Invoice Clause in PRISM

Effective **03/20/2008**, please edit the following language in **(1.a)** when inserting the "Burlington Invoice Clause" into your new awards or modifications:

When using the form SF347, please edit language to read:

a. By mail: (See Block 21)

When using the form SF1449, please edit language to read:

a. By mail: (See Block 18a)

When using the form SF30, please edit language to read:

a. By mail: DHS, ICE

Burlington Finance Center

P.O. Box 1620

Williston, VT 05495-1620

Attn: (*****THIS IS AN IMPORTANT FIELD***** The **Contracting Officer or Contracting Specialist** should delete all text between and including these parentheses and then type the correct attention line based on the program that will be receiving the invoice. **This attention line will be the same as the attention line** that was automatically populated during **Invoice Address selection**. Please contact the PRISM Help Desk at OAQPRISMHELPDESK@DHS.GOV with any questions).

Thank you

Kecia Campbell
Acquisition Systems Branch
Office of Acquisition Management
Department of Homeland Security (DHS)
Immigration & Customs Enforcement (ICE)
425 I Street NW

Washington, DC 20536

Main: 202-514- [redacted] b6

Desk: 202-616- [redacted] b6

Cell: 202-345- [redacted] b6

Fax: 202-305-8198

E-mail: [redacted] b6

Help us support you better -

TELL US HOW WE ARE DOING!

Go to <http://www.acqsolinc.com/ICE/OAQ/feedback.cfm>

Jockovic, Vladimir

From: Gomez, Anthony M
Sent: Friday, August 15, 2008 3:01 PM
To: Jockovic, Vladimir
Cc: Proctor, Valerie
Subject: Fw: contract # HSCEOP-07-A-00041 / HSCECR-08-J-CL020 for CSI Aviation needs to be modified to state correct region
Attachments: HSCEOP07A00041.pdf

Fya

From: Irick, Kathleen M
To: Gomez, Anthony M
Cc: Howard, Arthur F
Sent: Fri Aug 15 14:57:08 2008
Subject: contract # HSCEOP-07-A-00041 / HSCECR-08-J-CL020 for CSI Aviation needs to be modified to state correct region

Contract needs to be modified to state correct region:

DHS, ICE
 Burlington Finance Center
 P.O. Box 1620
 Williston, VT 05495-1620
 Attn: **ICE-DRO-HQ-Removal Management Invoice**

As of 7/07/2008

Thanks
Kathy

*Mod/Invo
 Longway*

Kathleen Irick

Accounting Technician
 Burlington Finance Center
 DHS/ICE

Phone: (802) 288- [b6]

Fax: (802) 288-7658

E-mail: [b6]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 08/20/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/CR/REMOVALS	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Vlad Jockovic Washington DC 20536	CODE ICE/CR/REMOVALS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CSI AVIATION SERVICES INC 3700 RIO GRANDE BLVD NW STE 1 ALBUQUERQUE NM 871072876		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 102793460000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-A-00041 HSCECR-08-J-CL020	
		10B. DATED (SEE ITEM 11) 07/15/2008	

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.)

GSA Contract #: GS-07F-5499P

DUNS Number: 102793460

The purpose of this modification is to re-state the total contract amount and to reallocate funds for the Not to Exceed (NTE) Item 0001 CLIN 0004-Mexico Bus Tickets and the NTE amount of Item 0002 CLIN 0005-Additional Passenger Taxes.

1. The total amount of funding obligated to this Call Order was mis-stated in modification P00001 as \$12,939,888.00. The correct amount obligated to this Call order is \$12,899,688.00 and remains unchanged.

2. The NTE amount of CLIN 0004 is reduced by \$ [b4] from \$ [b4] to \$ [b4].
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) Anthony M. Gomez, Jr.	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED AUG 22 2008

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This is the modified NTE amount for this CLIN.</p> <p>3. The NTE amount of CLIN 0005 is increased by \$ [REDACTED] b4 from \$ [REDACTED] b4 to \$ [REDACTED] b4. This is the modified NTE amount for this CLIN.</p> <p>Period of Performance: 07/20/2008 to 09/30/2008 POC Washington DC: Vlad Jockovic 202-616-[REDACTED] b6</p> <p>POC Program Washington DC: Art Howard 202-732-[REDACTED] b6</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 09/16/2009	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 800 I Street NW, Suite 800 Attn: Christy Donahue Washington DC 20536	CODE ICE/CR/REMOVALS	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/REMOVALS
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CSI AVIATION SERVICES INC 3700 RIO GRANDE BLVD NW STE 1 ALBUQUERQUE NM 871072876		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT ORDER NO. HSCEOP-07-A-00041 HSCECR-08-J-CL020 10B. DATED (SEE ITEM 13) 07/15/2008	
CODE 102793460000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -\$602,629.00

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(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a) (3) De-obligation via mutual agreement of the parties

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

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

GSA Contract #: GS-07F-5499P
DUNS Number: 102793460

The purpose of this modification is to de-obligate excess funds which are no longer required for contractor performance.

1. Funding is decreased by \$602,629.00 from \$12,899,688.00 to reflect a new obligated amount of \$12,297,059.00.

2. In consideration of the modification agreed to herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this order for further equitable
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) George H. [Signature] EVP	15B. CONTRACT/OFFEROR [Signature]	15C. DATE SIGNED 09.16.09	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christy A. Donahue	15B. CONTRACT/OFFEROR [Signature]	15C. DATE SIGNED 16 Sept 09
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>adjustment attributable to such facts or circumstances giving rise to this adjustment.</p> <p>Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>FOB: Destination Period of Performance: 07/20/2008 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>FUNDING FOR THE MEXICAN INTERIOR REPATRIATION PROGRAM (MIRP). PERIOD OF PERFORMANCE IS FROM JULY 20, 2008 THROUGH SEPTEMBER 30, 2008. Product/Service Code: V221 Product/Service Description: PASSENGER AIR CHARTER SERVICE Requisition No: DRO-08-RQ30012</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>Funded: (\$ [REDACTED] b4)</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				<p>[REDACTED] b4</p>
0002	<p>SUPPLEMENTAL FUNDING FOR THE MEXICAN INTERIOR REPATRIATION PROGRAM (MIRP), PASSENGER TAXES FOR OVER 120 PASSENGER SEATS. PERIOD OF PERFORMANCE IS FROM JULY 14, 2008 THROUGH SEPTEMBER 30 2008. Continued ...</p>	1	LO	0.00	<p>[REDACTED] b4</p>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CSI AVIATION SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>PLEASE REFERENCE CONTRACT # HSCEOP-07-A-00041 - ORDER # HSCECR-08-J-CL020. Product/Service Code: V221 Product/Service Description: PASSENGER AIR CHARTER SERVICE Requisition No: 192109DRORMDDO043, DRO-08-RQ30021</p> <p>Period of Performance: 08/01/2008 to 09/30/2008</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>Funded: (\$ [REDACTED] b4</p> <p>Accounting Info: [REDACTED] ----- b2High</p> <p>Funded: \$0.00 G514 #192109DRORMDDO043</p>				