

Company Name:
Nakamoto Group

Contract Number:
ODT-6-D-0002 (ODT6D0002)

Order Number:
HSCEOP-07-F-01038 (HSCEOP07F01038)

Latest Modification Processed:
P00013

Period of Performance:
8/15/2007 through 1/14/2009

Services Provided:
Providing support services for the onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Intergovernmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Intergovernmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO.

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

1 49

1. DATE OF ORDER 08/15/2007		2. CONTRACT NO. (If any) ODT-6-D-0002		6. SHIP TO:	
3. ORDER NO. SCROP-07-F-01038		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE ICE Detention & Removal	
5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/Asst. Secretary 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	e. ZIP CODE 20536
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR NAKAMOTO GROUP INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 3347 ECLIPSE DR				REFERENCE YOUR:	
				<input checked="" type="checkbox"/> b. DELIVERY	
d. CITY JEFFERSON				e. STATE MD	
				f. ZIP CODE 217557603	
9. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHMENTS A				10. REQUISITIONING OFFICE ICE Detention & Removal	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL				<input checked="" type="checkbox"/> c. DISADVANTAGED	
<input type="checkbox"/> b. OTHER THAN SMALL				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input checked="" type="checkbox"/> d. WOMEN-OWNED				<input type="checkbox"/> f. EMERGING SMALL BUSINESS	
<input type="checkbox"/> e. HUBZone					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 65-1188439 DUNS Number: 133090261 --- Funding for the base period is provided by the following requisitions: Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		U.S. DEPT. OF HOMELAND SECURITY				\$9,000,000.00
b. STREET ADDRESS (or P.O. Box)		U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., Suite 900 Attn: John Milian				\$9,000,000.00
c. CITY		d. STATE	e. ZIP CODE			
WASHINGTON		DC	20536		17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA
BY (Signature)

Wanda I. Cruz

23. NAME (Typed)
Wanda I. Cruz
TITLE: CONTRACTING/ORDERING OFFICER

ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 08/15/2007	CONTRACT NO. ODT-6-D-0002	ORDER NO. HSCEOP-07-F-01038
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>DRO-07-RQ2073 DRO-07-RQ2062 DRO-07-RQ2060 DRO-07-RQ2059 DRO-07-RQ2061 DRO-07-RQ2058 (See Attachments A for further information).</p> <p>Immigration and Customs (ICE), Office of Acquisition Management (OAQ) is issuing a task order against the Federal Detention Trustee, IDIQ Contract No. ODT-06-0002 for contractor support services.</p> <p>This task order provides contractor support services for the onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW). The contractor shall provide onsite detention standards and compliance capability for all the above listed sites (Attachement C).</p> <p>This is a Labor-Hour task order with fixed hourly rates and has a Not To Exceed Amount of \$9,000,000.00 for the base period.</p> <p>Invoicing Instructions: The contractor shall submit invoices in accordance with Section A.10 (See Attachment B).</p> <p>The Contractor shall send one original invoice to the COTR. The COTR must determine if goods/services have been recieved and accepted before the Contracting Officer can certify the invoice Continued ...</p>					

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

SCHEDULE - CONTINUATION

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

DATE OF ORDER

CONTRACT NO.

08/15/2007

ODT-6-D-0002

ORDER NO.

HSCEOP-07-F-01038

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>for payment. Once certified the invoice will be processed by the Dallas Finance Center for payment.</p> <p>If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.</p> <p>If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.</p> <p>If at anytime during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.</p> <p>Contact Information: Wanda I. Cruz, Contracting Officer (202) [REDACTED] b6</p> <p>Program Office John Milian, COTR (202) [REDACTED] b6 Continued ...</p>					

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

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 08/15/2007	CONTRACT NO. ODT-6-D-0002	ORDER NO. HSCEOP-07-F-01038
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Period of Performance: 08/15/2007 to 06/14/2008 Base Period(Labor - Not To Exceed) The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW). Senior Project Manager , Estimated Hours b4 Hourly Rate \$ b4 Subject Matter Expert I, Estimated Hours b4 , Hourly Rate \$ b4 Administrative, Estimated Hours b4 Hourly Rate \$ b4 Requisition DRO-07-RQ2073 b2Low \$5,134,804.36 Requisition DRO-07-RQ2058 b2Low \$500,000.00 Requisition DRO-07-RQ2061 b2Low \$500,000.00 Requisition DRO-07-RQ2059 b2Low \$500,000.00 Continued ...				7,634,804.36	

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

ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 08/15/2007	CONTRACT NO. ODT-6-D-0002	ORDER NO. HSCEOP-07-F-01038
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Requisition DRO-07-RQ2060 [REDACTED] b2Low \$500,000.00 Requisition DRO-07-RQ2062 [REDACTED] b2Low \$500,000.00					
0002	Base Period Travel (Not To Exceed) Travel Costs will be paid in accordance with section A.11. Requisition DRO-07-RQ2073 [REDACTED] b2Low \$1,365,195.64					
0001	Option Period 1 (Labor-Not To Exceed) The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C). Period of Performance: June 15, 2008 through August 14, 2008 Senior Project Manager, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Subject Matter Expert I, Estimated Hours Continued ...		EA		0.00	

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

**ORDER SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 08/15/2007	CONTRACT NO. ODT-6-D-0002	ORDER NO. HSCEOP-07-F-01038
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	b4 Hourly Rate \$ b4 Administrative, Estimated Hours b4 Hourly Rate \$ b4					
1002	Option Period 1 Travel (Not To Exceed) Travel Costs will be paid in accordance with section A.11.				0.00	
2001	Option Period 2 (Labor-Not To Exceed) The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C). Period of Performance: August 15, 2008 through October 14, 2008 Senior Project Manager, Estimated Hours b4 Hourly Rate b4 Subject Matter Expert I, Estimated Hours b4 Hourly Rate \$ b4 Administrative, Estimated Hours b4 Hourly Rate \$ b4				0.00	
2002	Option Period 2 Travel (Not To Exceed) Travel Costs will be paid in accordance with section A.11. --- b4 b4 This inflation factor was negotiated in the DOJ IDIQ ODT-6-D-0002 prior to this task order being awarded by ICE. If these rates become effective under the DOJ IDIQ a modification will be issued to ICE from the Contracting Officer at DOJ to adjust the Continued ...		EA		0.00	

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

ORDER SUPPLIES OR SERVICES
SC SCHEDULE - CONTINUATION

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

DATE OF ORDER 08/15/2007	CONTRACT NO. ODT-6-D-0002	ORDER NO. HSCEOP-07-F-01038
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	labor rates. The total amount of award: \$9,000,000.00. The obligation for this award is shown in box 17(i).					

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

ATTACHMENT B

CLAUSES

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the Internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.245-1	PROPERTY RECORDS	APR 1984
52.245-4	GOVERNMENT FURNISHED PROPERTY (SHORT FORM)	JUNE 2003

A.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to contract expiration.

A.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one day before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed fourteen (14) months.

A.4 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

ALTERNATE I (JUN 2006)

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Operating Element (OE). It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;

(2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(3) The waiver must be in the best interest of the Government.

(1) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

A.5 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (DEC 2003)

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause.

The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b) (1) of Section 835 of the Homeland Security Act, Public Law 107-296.

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b) (2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships that are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.

(g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

A.6 HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

b6

A.7 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

A.8 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

For the purpose of this contract the Contracting Officer's Technical Representative (COTR) John S. Milian, Office of Detention and Deportation.

A.9 3052.245-70 HSAR GOVERNMENT PROPERTY REPORTS (JUN 2006)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

A.10 SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT

Payment of invoices or vouchers submitted under this contract shall be made in accordance with the Prompt Payment clause of the basic contract and in accordance with the provisions of other clauses in this contract. An invoice or voucher must include the following:

a. GENERAL

Invoices or vouchers and any required supporting statements or certificates properly identifiable with the contract number, shall be submitted as follows:

INTERIM VOUCHERS:

Number	Distribution
One Copy	Contracting Officer-Wanda I. Cruz Office of Acquisition Management Mission Support Division 425 I Street NW, Room 2208 Washington, DC 20536
One Copy	COTR- John Milian Office of Detention and Deportation, ICE, DHS 801 I Street NW, Suite 980

FINAL INVOICE OR VOUCHER:

Number	Distribution
-----	-----
Original and One copy	Contracting Officer-Wanda I. Cruz Office of Acquisition Management Mission Support Division 425 I Street NW, Suite 2208 Washington, DC 20536
One Copy	COTR- John S. Milian Office of Detention and Deportation, ICE, DHS 801 I Street NW, Suite 980 Washington, DC 20536

Payments of invoices or vouchers shall be subject to the withholding provisions (if any) stated in the task order. In the event that amounts are withheld from payment in accordance with provisions of the task order, a separate invoice for the amount withheld will be required before payment for that amount may be made.

The following is the format for labor hour task order invoices:

Line Item No	Labor Category	Quantity	Unit Price	Total Price
0001	Senior Project Manager			
0001	Subject Matter Expert I			
0001	Administrative			
0002	Travel	Quantity	Actual Cost Incurred per unit	Total actual cost incurred

In the event no charges exist for any one of the items, such shall be so indicated by entering \$0 (zero dollars). Inability to reconcile the entries with recorded Contracting Officer approved estimates, particularly in the areas of labor and travel may result in the voucher being returned for correction and resubmission.

b. ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. As mandated by the Debt Collection Improvement Act (DCIA) of 1996 and in accordance with FAR Clause 52.232-34, Payment By Electronic Funds Transfer--Other Than Central Contractor Registration (MAY 1999) of this contract, the contractor must submit the following written EFT information to the office designated in clause 52.232-35 of this award document by the date specified in clause 52.232-34:

- (a) The contract number (or other procurement identification number).
- (b) The contractor's name and remittance address, as stated in the contract(s).
- (c) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.
- (d) The name, address, and 9-digit Routing Transit Number (RTN) of the contractor's financial agent.
- (e) The contractor's account number and the type of account (checking, savings or lockbox).
- (f) If applicable, the Fedwire Transfer System (FTS) telegraphic abbreviation of the contractor's financial agent.
- (g) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number (RTN) of the correspondent financial institution receiving the wire transfers payment if the contractor's financial agent is not receiver of the wire transfer payment.

2. The contractor should include the EFT information set forth below on all invoices or vouchers submitted for payment under this contract. Failure to provide the information or failure to notify this agency of changes to this information may result in delays in payments and/or rejection of the invoice or voucher in accordance with the Prompt Payment clause of this contract. The following EFT information to be submitted on each invoice or vouchers is as follows:

- (a) Routing Transit Number (RTN): The contractor shall provide the current 9-digit RTN of the payee's bank
- (b) Payee's account number
- (c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices or vouchers submitted under this contract.

To avoid delays in processing invoices or vouchers, the contractor must also submit written notification of EFT information changes to the office designated in this award document as soon as the contractor knows the new information. This notification must be in writing and signed by the individual authorized by the contractor to make such changes.

A.11 TRAVEL COSTS

Costs for transportation, lodging, meals and incidental expenses incurred by contractor personnel on official company business are allowable subject to FAR 31.205-46, Travel Costs. These costs will be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations. The contractor will not be reimbursed for travel and per diem within a 50-mile radius of the worksite where a contractor has an office. Local travel expenses within the Washington Metropolitan area will not be reimbursed (this includes parking). All travel outside the Washington Metropolitan area must be approved by the COTR in advance. No travel will be reimbursed without prior approval from the COTR.

A.12 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES

(a) A portion of the effort required to be accomplished under this Task Order may be performed at a Government owned facility. The Contractor, therefore, will be granted ingress and egress at the specific facility where effort is to be performed.

(b) While Contractor personnel are at the Government facility, they are required to comply with all rules and regulations of the facility, specific mention being made of complying with rules and regulations governing conduct with respect to health and safety not only as they relate to themselves but also to other personnel who are Government employees or agents of the Government and to property at the site regardless of whether or not title to such property vests with the Government. Contractor personnel whose duties require their presence at a Government facility shall be clearly identifiable by the wearing of a distinctive badge obtained by the Contractor from the government. Prescribed identification for all Contractor personnel shall immediately be delivered to the installation security office for cancellation or disposition upon termination of employment with the Contractor or expiration or termination of contract(s) authorizing such identification.

(c) The Government property to which the Contractor will have access under this clause will be made available as stated in the task order. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates of the task order, or both, and any other contractual provision affected by any such delay, in accordance with the

procedures provided for in Contract No. ODT-6-D-0002

(d) The property to which the Contractor has access will at all times be in the custody of the Government and will not be considered "Government Property" furnished to the Contractor.

A.13 PAYMENT OF TIME-AND-MATERIALS AND LABOR-HOUR TASK ORDERS

For any task order issued on a time-and-materials and labor-hour basis, the Government anticipates paying the Contractor monthly based upon the submission of invoices or vouchers approved by the Contracting Officer in accordance with FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS.

A.14 CLASSIFIED TASK ORDER - REQUIRED SECURITY CLAUSE CLASSIFIED CONTRACTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the task as described in ODT-6-D-0002/ HSCEOP-07-F-01038 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) access classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

This clause applies to the extent that this contract involves access to information classified SECRET.

The Contractor shall comply with—

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(a) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(b) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security

Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

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 Contractor 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 contract. No employee of the Contractor 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 Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor 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 Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COTR, no less than 35 days before the starting date of the contract or 35 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 86, "Questionnaire for National Security Positions"
Form will be submitted via e-Qip (electronic forms submission).
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. Drug Questionnaire
6. Alcohol Questionnaire

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

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 contract 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 Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor 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 Contractor 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 contract.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract 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 Contractor 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 Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor 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 contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

SECURITY MANAGEMENT

The Contractor 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 Contractor.

The COTR and the OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract, the Contractor 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 Contractor 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.*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors 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 contractor 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.

Contractors 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 contractors, 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).

Statement of Work

**INTER-GOVERNMENTAL SUPPORT
AGREEMENTS (IGSA)**

**STATEMENT OF WORK
FOR
CONTRACTOR SUPPORT TO THE DETENTION STANDARDS COMPLIANCE
UNIT (DSCU) ONSITE DETENTION COMPLIANCE PROGRAM - DEDICATED
INTER-GOVERNMENTAL SUPPORT AGREEMENTS (IGSA) SUPPORT**

U.S. Immigration and Customs Enforcement (ICE)
Office of Detention and Removal (DRO)

1. BACKGROUND

DRO is responsible for the removal of illegal aliens who have been ordered removed from the United States and is working to improve operational efficiency to increase total alien removals. A key component of this is a robust detention capability to hold illegal aliens while they are being processed for removal. DRO utilizes several detention compliance standards to ensure that detainees are held securely, humanely and safely. The core standard is the ICE National Detention standard with additional standards being utilized from ACA.

DRO utilizes several types of facilities to detain aliens. These are DRO owned and operated Service Processing Centers (SPCs), Contract Detention Facilities, Large Inter Governmental Service Agreements (IGSAs) and Small Inter Governmental Service Agreements (IGSAs). IGSAs are local city and county facilities with generally mixed population although some are specifically for ICE detainees. SPCs and CDFs are specifically for ICE and DRO detainees.

Each of these type facilities is a unique operation and therefore compliance requirements must be aligned to the type individual facility.

The DRO Detention Standards Compliance Unit (DSCU) provides oversight and manages the Detention Compliance Management Program (DCMP).

2. SCOPE

The scope of this Task Order is to provide an onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Dedicated Inter-Governmental Support Agreements (IGSAs).

3. CONCEPT OF ONSITE COMPLIANCE

The concept to provide an onsite compliance capability will include five separate components (each covered by a separate task order as necessary) based on the unique requirements of the facilities. This will provide increased flexibility if changes have to be made with respect to the support for a particular facility.

The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. Robust staffing will include a Program Manager and the necessary support staff to provide required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g.

database). The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:

1. Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs).
4. Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: Because of the large number of small IGSAs, the contractor will assign several facilities to an individual contractor on a geographic basis. These facilities will be periodically visited based on size and compliance history.

The onsite personnel will report directly to their DRO DSCU HQ Onsite Compliance Review Team and perform not only detention compliance functions but will also interface with the Field Directors and applicable COTRs as necessary. They will maintain a current compliance status of their assigned facility on a weekly basis.

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO DEDICATED IGSAs

TASK 1.0 Program Management

The Contractor shall provide productivity and management methods such as quality assurance and centralized administrative, clerical, documentation, training, and related functions. At a minimum, the contractor shall:

- a. Conduct daily or periodic compliance monitoring as directed. At a minimum all ICE Detention Standards will be reviewed on a 30 day basis.
- b. Report serious compliance issues or events relating to life or safety issues to the DRO DSCU Onsite Compliance Review Team within 1 hour of observation.
- c. Provide analytical support of compliance operations and trends for their respective facility.
- d. Provide analytical support of compliance operations and trends to include trend analysis and provision of detention standards analytical support as necessary.
- e. Review and update DSCU inspection and compliance checklists.
- f. Provide recommendations on improving the DSCU and the compliance process to include changes to the ICE National Detention Standards.
- g. Perform other tasks relating to detention compliance as required.

TASK 2.0 Reporting

Reporting will include, but not be limited to CR activities, review findings, deficiencies, recommendations, and any corrective action plans. At a minimum, the contractor shall:

- a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by type of standard.
- b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.
- c. Maintain and update compliance checklists as necessary.
- d. Prepare briefings (PowerPoint) of compliance reviews as required.
- e. Provide other and special reports as directed.

TASK 3.0 Training

The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required. At a minimum, the contractor shall:

- a. Conduct compliance training in such a manner that all required areas and functions are reviewed on a monthly basis.
- b. Maintain lesson plans and training records as required.

TASK 4.0 Tracking of Onsite Facility Review Activities

The Contractor will utilize a Facility-Based Compliance Reporting System (FBCRS). All pertinent data will be housed on the contractor's password-secured server with review of such data restricted to contract staff with high level ICE security clearances. The FBCRS will be used to document, track, monitor, and report all CR activities.

- a. Maintain a tracking system of all compliance issues for their assigned facility.
- b. Monitor corrective action requirements and maintain a status of the corrective action.
- c. Review and monitor Corrective Plans of Action and maintain status of these plans.

6. DELIVERABLES:

The contractor will provide the following deliverables:

Item	Description	Due Date
1.0	Program Management	
	Initial meeting with Project Officer	10 days from date of award
	Provide resumes of all proposed inspectors assigned to the Dedicated IGSA compliance program	15 days from date of award and ongoing
2.0	Reporting	
	Provide reports and briefings (PowerPoint) of compliance results, assessments and other DCMP documents	As required
	Provide monthly and annual onsite compliance reports with trend analysis	15 days after each time period
3.0	Training	
	Contractor staff participation in NDS Training and Orientation	30 days from date of award
4.0	Tracking of Onsite Facility Review Activities	
	Tracking and reporting of SENS and associated compliance findings	Ongoing

7. STANDARDS

- The ICE National Detention Standards will be utilized as the overall Compliance standards to be utilized by the contractor.
- The contractor will provide resumes of all key personnel and inspectors assigned to the Dedicated IGSA compliance program.
- The contractor will provide recommendations as to the number of contractors and composition required to support the Dedicated IGSA onsite compliance program.
- DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

8. PLACE AND PERIOD OF PERFORMANCE

The majority of required work will be performed either onsite or within the designated contractor's workspaces. This will be dependant upon the location. Contractors assigned to HQ DRO, SPCs and CDFs will normally work onsite. Contractors assigned to IGSA's may or may not work onsite depending upon the contractual agreement and availability of work space. In this case compliance reviews and training will be conducted onsite but report generation and administrative tasks will be performed in the contractors' workplace.

9. GOVERNMENT FURNISHED PROPERTY/INFORMATION

Contractors assigned to ICE facilities (HQ and SPCs) will be provided with government furnished equipment to include working space, desks/chairs, phone, computers, access to the ICE LAN/ Internet as well as administrative supplies.

Contractor equipment (e.g. computers) support requirements for personnel assigned to CDFs can be provided by the government but working space may have to be negotiated with the CDF.

Contractors assigned to IGSA's will not have access to government furnished equipment and space. These contractors would perform compliance reviews and then perform administrative tasks to include report submission from designate contractor work spaces.

Statement of Work

CONTRACT DETENTION
FACILITIES (CDF)

**STATEMENT OF WORK
FOR
SUPPORT TO THE DETENTION STANDARDS COMPLIANCE UNIT (DSCU)
ONSITE DETENTION COMPLIANCE PROGRAM -
CONTRACT DETENTION FACILITIES (CDF) SUPPORT**

U.S. Immigration and Customs Enforcement (ICE)
Office of Detention and Removal (DRO)

1. BACKGROUND

DRO is responsible for the removal of illegal aliens who have been ordered removed from the United States and is working to improve operational efficiency to increase total alien removals. A key component of this is a robust detention capability to hold illegal aliens while they are being processed for removal. DRO utilizes several detention compliance standards to ensure that detainees are held securely, humanely and safely. The core standard is the ICE National Detention standard with additional standards being utilized from ACA.

DRO utilizes several types of facilities to detain aliens. These are DRO owned and operated Service Processing Centers (SPCs), Contract Detention Facilities (CDFs), Large Inter Governmental Service Agreements (IGSAs) and Small Inter Governmental Service Agreements (IGSAs). IGSAs are local city and county facilities with generally mixed population although some are specifically for ICE detainees. SPCs and CDFs are specifically for ICE and DRO detainees.

Each of these type facilities is a unique operation and therefore compliance requirements must be aligned to the type individual facility. The DRO Detention Standards Compliance Unit (DSCU) provides oversight and manages the Detention Compliance Management Program (DCMP).

2. SCOPE

The scope of this Task Order is to provide an onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDFs).

3. CONCEPT OF ONSITE COMPLIANCE

The concept to provide an onsite compliance capability will include five separate components (each covered by a separate task order) based on the unique requirements of the facilities. This will provide increased flexibility if changes have to be made with respect to the support for a particular facility.

The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. Robust staffing will include a Program Manager and the necessary support staff to provide required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g. database). The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:

Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).

2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs).
4. Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: Because of the large number of small IGSAs, the contractor will assign several facilities to an individual contractor on a geographic basis. These facilities will be periodically visited based on size and compliance history.

~~The onsite personnel will report directly to their DRO DSCU HQ Onsite Compliance Review Team and~~
perform not only detention compliance functions but will also interface with the Field Directors and applicable COTRs as necessary. They will maintain a current compliance status of their assigned facility on a weekly basis.

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO CDFs

TASK 1.0 Program Management

The Contractor shall provide productivity and management methods such as quality assurance and centralized administrative, clerical, documentation, training, and related functions.

- a. Conduct daily or periodic compliance monitoring as directed. At a minimum all ICE Detention Standards will be reviewed on a 30 day basis.
- b. Report serious compliance issues or events relating to life or safety issues to the DRO DSCU Onsite Compliance Review Team within 1 hour of observation.
Provide analytical support of compliance operations and trends for their respective facility.
- d. Provide analytical support of compliance operations and trends to include trend analysis and provision of detention standards analytical support as necessary.
- e. Review and update DSCU inspection and compliance checklists.
- f. Provide recommendations on improving the DSCU and the compliance process to include changes to the ICE National Detention Standards.
- g. Perform other tasks relating to detention compliance as required.

TASK 2.0 Reporting

Reporting will include, but not be limited to CR activities, review findings, deficiencies, recommendations, and any corrective action plans.

- a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by location and type of standard.
- b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.
- ~~c. Maintain and update compliance checklists as necessary.~~
- d. Prepare briefings (PowerPoint) of compliance reviews as required.
- e. Provide other and special reports as directed.

TASK 3.0 Training

The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required. At a minimum, the Contractor shall provide the following:

- a. Conduct compliance training in such a manner that all required areas and functions are reviewed on a monthly basis.
- b. Maintain lesson plans and training records as required.

~~TASK 4.0 Tracking of Onsite Facility Review Activities~~

The Contractor will utilize a Facility-Based Compliance Reporting System (FBCRS). All pertinent data will be housed on the contractor's password-secured server with review of such data restricted to contract staff with high level ICE security clearances. The FBCRS will be used to document, track, monitor, and report all CR activities.

- a. Maintain a tracking system of all compliance issues for their assigned facility.
- b. Monitor corrective action requirements and maintain a status of the corrective action.
- c. Review and monitor Corrective Plans of Action and maintain status of these plans.

5. DELIVERABLES

The contractor will provide the following deliverables:

Item	Description	Due Date
2.0	Program Management	
	Initial meeting with Project Officer	10 days from date of award
	Provide resumes of all proposed inspectors assigned to the CDF compliance program	15 days from date of award and ongoing
2.0	Reporting	
	Provide reports and briefings (PowerPoint) of compliance results, assessments and other DCMP documents	As required
	Provide monthly and annual onsite compliance reports with trend analysis.	15 days after each time period
3.0	Training	
	Contractor staff participation in NDS Training and Orientation	30 days from date of award
4.0	Tracking of Onsite Facility Review Activities	
	Tracking and reporting of SENS and associated compliance findings	Ongoing

6. STANDARDS

- The ICE National Detention Standards will be utilized as the overall Compliance standards to be utilized by the contractor.

- The contractor will provide resumes of all key personnel and inspectors assigned to the CDF compliance program.
- The contractor will provide recommendations as to the number of contractors and composition required to support the CDF onsite compliance program.
- DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

~~7. PLACE AND PERIOD OF PERFORMANCE~~

The majority of required work will be performed either onsite or within the designated contractor's workspaces. This will be dependant upon the location. Contractors assigned to HQ DRO, SPCs and CDFs will normally work onsite. The performance period for this task order is one year from award.

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

Contractors assigned to ICE facilities (HQ and SPCs) will be provided with government furnished equipment to include working space, desks/chairs, phone, computers, access to the ICE LAN/ Internet as well as administrative supplies.

Contractor equipment (e.g. computers) support requirements for personnel assigned to CDFs can be provided by the government but working space may have to be negotiated with the CDF.

Contractors assigned to IGSA's will not have access to government furnished equipment and space. These contractors would perform compliance reviews and then perform administrative tasks to include report submission from designate contractor work spaces.

Statement of Work

HQ DSCU COMPLIANCE
MANAGEMENT REVIEW TEAM

STATEMENT OF WORK

CONTRACTOR SUPPORT TO THE DETENTION STANDARDS COMPLIANCE UNIT (DSCU) ONSITE DETENTION COMPLIANCE PROGRAM – HQ DSCU COMPLIANCE MANAGEMENT REVIEW TEAM

U.S. Immigration and Customs Enforcement (ICE)
Office of Detention and Removal (DRO)

1. BACKGROUND

DRO is responsible for the removal of illegal aliens who have been ordered removed from the United States and is working to improve operational efficiency to increase total alien removals. A key component of this is a robust detention capability to hold illegal aliens while they are being processed for removal. DRO utilizes several detention compliance standards to ensure that detainees are held securely, humanely and safely. The core standard is the ICE National Detention standard with additional standards being utilized from ACA.

DRO utilizes several types of facilities to detain aliens. These are DRO owned and operated Service Processing Centers (SPCs), Contract Detention Facilities, Large Inter Governmental Service Agreements (IGSAs) and Small Inter Governmental Service Agreements (IGSAs). IGSAs are local city and county facilities with generally mixed population although some are specifically for ICE detainees. SPCs and CDFs are specifically for ICE and DRO detainees.

Each of these type facilities is a unique operation and therefore compliance requirements must be aligned to the type individual facility. The DRO Detention Standards Compliance Unit (DSCU) provides oversight and manages the Detention Compliance Management Program (DCMP).

2. SCOPE

The scope of this Task Order is to provide an onsite detention standards compliance capability to DRO and specifically the provision of an onsite compliance review management team to directly support the DSCU at HQ DRO.

3. CONCEPT OF ONSITE COMPLIANCE

The concept to provide an onsite compliance capability will include five separate components (each covered by a separate task order as necessary) based on the unique requirements of the facilities. This will provide increased flexibility if changes have to be made with respect to the support for a particular facility.

~~The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. Robust staffing will include a Program Manager and the necessary support staff to provide required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g. database). The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:~~

1. Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs).
4. Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: Because of the large number of small IGSAs, the contractor will assign several facilities to an individual contractor on a geographic basis. These facilities will be periodically visited based on size and compliance history.

The above onsite personnel will report directly to their DRO DSCU HQ Onsite Compliance Review Team and perform not only detention compliance functions but will also interface with the Field Directors and applicable COTRs as necessary. They will maintain a current compliance status of their assigned facility on a weekly basis.

4. TASKS FOR THE HQ DSCU COMPLIANCE MANAGEMENT REVIEW TEAM

TASK 1.0 Program Management

The Contractor shall provide productivity and management methods such as quality assurance and centralized administrative, clerical, documentation, training, and related functions. At a minimum, the contractor shall:

- a. Provide required qualified personnel to support the DSCU to include a Program Manager.
- b. Provide recommendations for compliance reviewing of Small IGSAs based on a geographical basis.
- c. Provide administrative support as required to ensure tracking of compliance is accomplished.
- d. Participate in and provide personnel for compliance reviews and assessments as required.
- e. Direct assignments of inspectors as necessary.
- f. Provide recommendations on improving the DSCU and the compliance process to include changes to the ICE National Detention Standards.
- g. Review and update DSCU inspection and compliance checklists. This will include the provision of Subject Matter Experts (SMEs) to assist in the development and update process.
- h. Perform Quality Assurance (QA) of inspection reports submitted by subordinate teams and personnel.
- i. Perform other tasks relating to detention compliance as required.

TASK 2.0 Reporting

Reporting will include, but not be limited to CR activities, review findings, deficiencies, recommendations, and any corrective action plans.

- a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by location and type of standard.
- ~~b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.~~
- c. Maintain and update compliance checklists as necessary.
- d. Prepare briefings (PowerPoint) of inspection results, assessments and other related subjects as required.
- e. Conduct trend analysis and provide detention standards analytical support as necessary.
- f. Provide other and special reports as directed.

TASK 3.0 Training

The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required.

- a. Monitor and provide status of compliance training conducted by onsite compliance personnel.
- b. Maintain lesson plans and training as required.

TASK 4.0 Tracking of Onsite Facility Review Activities

The Contractor will create a Facility-Based Compliance Reporting System (FBCRS). All pertinent data will be housed on the contractor's password-secured server with review of such data restricted to contract staff with high level ICE security clearances. The FBCRS will be used to document, track, monitor, and report all CR activities.

- a. Provide administrative support to the DSCU to include maintaining a file system for filing compliance reports as well as tracking all related correspondence.
- b. Provide status of compliance personnel assigned to DRO facilities or in support of compliance operations.
- c. Review and monitor Corrective Plans of Action and maintain status of these plans.

5. DELIVERABLES

The contractor will provide the following deliverables:

Item	Description	Due Date
1.0	Program Management	
	Initial meeting with Project Officer	10 days from date of award
	Proposed Time-phased onsite compliance deployment plan and timeline by type facilities. This will include a geographic staffing concept for compliance reviewing of the small IGSA's.	15 days (draft) 30 days (final)
	Provide resumes of all proposed compliance personnel	15 days from date of award and ongoing
	Develop compliance checklists	within 30 days of award or 20 days prior to training.
	Hire CRs	30 days from date of award in phases
2.0	Reporting	
	Provide reports and briefings (PowerPoint) of compliance results, assessments and other DCMP required documents.	As required
	Monthly and annual onsite compliance reports with trend analysis.	15 days after each time period
3.0	Training	

	Training plans for the training of onsite personnel	30 days from date of award
	Contractor participation in NDS Training and Orientation	30 days from date of award
	Detention Compliance Training Plans to be utilized by the onsite compliance personnel to provide training to applicable detention personnel	60 days from date of award
	Document, track, monitor, and report using Contractor's online FBCRS	Ongoing
4.0	Tracking of Onsite Facility Review Activities	
	Provide a system overview, capabilities, and report documentation for review and approval by the DSCU	10 days from date of award
	Develop online compliance status automated tracking system to track compliance	30 days from date of award
	Tracking and reporting of SENS and associated compliance findings	Ongoing

6. STANDARDS

- The ICE National Detention Standards will be utilized as the overall Compliance standards to be utilized by the contractor.
- The contractor will provide resumes of all key personnel and inspectors assigned to the DSCU. A minimum of 1 contractor will be required to either currently possess or be processed for a Secret clearance in order to be able to support sensitive and or classified programs or assessments as necessary.
- The contractor will provide recommendations as to the number of contractors and composition required to support the DSCU onsite compliance program in order to ensure compliance reviewing is effective.
- DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

7. PLACE AND PERIOD OF PERFORMANCE

The majority of required work will be performed either onsite or within the designated contractor's workspaces. This will be dependant upon the location. Contractors assigned to HQ DRO, SPCs and CDFs will normally work onsite. Contractors assigned to IGSA's may or may not work onsite depending upon the contractual agreement and availability of work space. In this case compliance reviews and training will be conducted onsite but report generation and administrative tasks will be performed in the contractor's workplace. The period of performance is one year from date of award.

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

Contractors assigned to ICE facilities (HQ and SPCs) will be provided with government furnished equipment to include working space, desks/chairs, phone, computers, access to the ICE LAN/ Internet as well as administrative supplies.

Contractor equipment (e.g. computers) support requirements for personnel assigned to CDFs can be provided by the government but working space may have to be negotiated with the CDF.

Contractors assigned to IGSA's will not have access to government furnished equipment and space. These contractors would perform compliance reviews and then perform administrative tasks to include report submission from designate contractor work spaces.

Statement of Work

**SERVICE PROCESSING CENTER
(SPC)**

**STATEMENT OF WORK
FOR
CONTRACTOR SUPPORT TO THE DETENTION STANDARDS COMPLIANCE
UNIT (DSCU) ONSITE DETENTION COMPLIANCE PROGRAM - SERVICE
PROCESSING CENTER (SPC) SUPPORT**

U.S. Immigration and Customs Enforcement (ICE)
Office of Detention and Removal (DRO)

I. BACKGROUND

DRO is responsible for the removal of illegal aliens who have been ordered removed from the United States and is working to improve operational efficiency to increase total alien removals. A key component of this is a robust detention capability to hold illegal aliens while they are being processed for removal. DRO utilizes several detention compliance standards to ensure that detainees are held securely, humanely and safely. The core standard is the ICE National Detention standard with additional standards being utilized from ACA.

DRO utilizes several types of facilities to detain aliens. These are DRO owned and operated Service Processing Centers (SPCs), Contract Detention Facilities (CDF), Large Dedicated Inter Governmental Service Agreements (IGSAs) and Small Inter Governmental Service Agreements (IGSAs). IGSAs are local city and county facilities with generally mixed population although some are specifically for ICE detainees. SPCs and CDFs are specifically for ICE and DRO detainees.

Each of these type facilities is a unique operation and therefore compliance requirements must be aligned to the type individual facility. The DRO Detention Standards Compliance Unit (DSCU) provides oversight and manages the Detention Compliance Management Program (DCMP).

2. SCOPE

The scope of this Task Order is to provide an onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Service Processing Centers (SPCs).

3. CONCEPT OF ONSITE COMPLIANCE

The concept to provide an onsite compliance capability that will include five separate components (each covered by a separate task order) based on the unique requirements of the facilities. This will provide increased flexibility if changes have to be made with respect to the support for a particular facility.

The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. ~~Robust staffing will include a Program Manager and the necessary support staff to provide~~ required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g. database). The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:

1. Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs). Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: Because of the large number of small IGSAs, the contractor will assign several facilities to an individual contractor on a geographic basis. These facilities will be periodically visited based on size and compliance history.

The onsite personnel will report directly to their DRO DSCU HQ Onsite Compliance Review Team and ~~perform not only detention compliance functions but will also interface with the Field Directors and applicable~~ COTRs as necessary. They will maintain a current compliance status of their assigned facility on a weekly basis.

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO SPCs

TASK 1.0 Program Management

The Contractor shall provide productivity and management methods such as quality assurance and centralized administrative, clerical, documentation, training, and related functions. At a minimum, the contractor shall provide the following:

- a. Conduct daily or periodic compliance monitoring as directed. At a minimum all ICE Detention Standards will be reviewed on a 30-day basis.
- b. Report serious compliance issues or events relating to life or safety issues to the DRO DSCU Onsite Compliance Review Team within 1 hour of observation.
- c. Provide analytical support of compliance operations and trends for their respective facility.
- d. Provide analytical support of compliance operations and trends to include trend analysis and provision of detention standards analytical support as necessary.
- e. Review and update DSCU inspection and compliance checklists.
- f. Provide recommendations on improving the DSCU and the compliance process to include changes to the ICE National Detention Standards.
- g. Perform other tasks relating to detention compliance as required.

TASK 2.0 Reporting

Reporting will include, but not be limited to CR activities, review findings, deficiencies, recommendations, and any corrective action plans. At a minimum, the contractor shall provide the following:

- a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by type of standard.
- b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.
- c. ~~Maintain and update compliance checklists as necessary.~~
- d. Prepare briefings (PowerPoint) of compliance reviews as required.
- e. Provide other and special reports as directed by the COTR.

TASK 3.0 Training

The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required. At a minimum, the contractor shall provide the following:

- a. Conduct compliance training in such a manner that all required areas and functions are reviewed on a ~~monthly basis.~~
- b. Maintain lesson plans and training records as required.

TASK 4.0 Tracking of Onsite Facility Review Activities

The Contractor will utilize a Facility-Based Compliance Reporting System (FBCRS). All pertinent data will be housed on the contractor's password-secured server with review of such data restricted to contract staff with high level ICE security clearances. The FBCRS will be used to document, track, monitor, and report all CR activities. At a minimum, the contractor shall provide the following:

- a. Maintain a tracking system of all compliance issues for their assigned facility.
- b. Monitor corrective action requirements and maintain a status of the corrective action.
- c. Review and monitor Corrective Plans of Action and maintain status of these plans.

5. DELIVERABLES

The contractor will provide the following deliverables:

Item	Description	Due Date
1.0	Program Management	
	Initial meeting with Project Officer	10 days from date of award
	Provide resumes of all proposed inspectors assigned to the SPC compliance program	15 days from date of award and ongoing
2.0	Reporting	
	Provide reports and briefings (PowerPoint) of compliance results, assessments and other DCMP documents	As required
	Provide monthly and annual onsite compliance reports with trend analysis.	15 days after each time period
3.0	Training	
	Contractor staff participation in NDS Training and Orientation	30 days from date of award
4.0	Tracking of Onsite Facility Review Activities	
	Tracking and reporting of SENS and associated compliance findings	Ongoing

6. STANDARDS

- The ICE National Detention Standards will be utilized as the overall Compliance standards to be utilized by the contractor.
 - The contractor will provide resumes of all key personnel and inspectors assigned to the SPC compliance program.
 - The contractor will provide recommendations as to the number of contractors and composition required to support the SPC onsite compliance program.
-
- DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

7. PLACE AND PERIOD OF PERFORMANCE

The majority of required work will be performed either onsite or within the designated contractor's workspaces. This will be dependant upon the location. Contractors assigned to HQ DRO, SPCs and CDFs will normally work onsite. The period of performance for this task order is one year from date of award.

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

Contractors assigned to ICE facilities (HQ and SPCs) will be provided with government furnished equipment to include working space, desks/chairs, phone, computers, access to the ICE LAN/ Internet as well as administrative supplies.

Contractor equipment (e.g. computers) support requirements for personnel assigned to CDFs can be provided by the government but working space may have to be negotiated with the CDF.

Contractors assigned to IGSA's will not have access to government furnished equipment and space. These contractors would perform compliance reviews and then perform administrative tasks to include report submission from designate contractor workspaces.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DRO-07-RQ1068	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1330902610000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCECP-07-F-01038	
		10B. DATED (SEE ITEM 11) 08/15/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

Tax ID Number: 65-1188439
DUNS Number: 133090261

The modification is for the following purposes:

1. Modify the statement of work for this contract to add subparagraph h to the following section in Attachment C: Page 2, Part 4, Task 1.0 Task Management:

"h Provide Subject Matter Experts as needed to assist in the development of Juveniles and Family Detention Standards and checklists that are required to perform compliance inspections and monitoring functions."

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) JENNIFER H. NAKAMOTO/PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Romano
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 9/7/07	16C. DATE SIGNED 9/2/07

NSN 7540-01-152-6070
Previous edition unusable

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
 ODT-6-D-0007HSCEOP-07-F-01038/P00001

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Change the contracting officer of record will also be changed from Wanda Cruz to Robert Romano.</p> <p>3. Add the labor categories of Family Physician and Psychiatrist to CLIN 1 for the base period.</p> <p>4. Add Organizational Conflict of Interest for this modification only as follows:</p> <p>Organizational Conflict of Interest</p> <p>(a) The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting shall be for a period of one (1) year from the date of the executed modification and pertains to any future competitive requirements that may be solicited as a result of the development of the juvenile and family detention standards. This restriction does not apply to the contractor's current contracts/orders in effect as of the date of this modification or any of their follow-on competitions.</p> <p>(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.</p> <p>(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:</p> <p>___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or</p> <p>___ (2) It has included information in its Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.</p> <p>All other terms and conditions remain the same. Discount Terms: [REDACTED] b2Low</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 09/05/2007 to 06/14/2008</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Base Period (Labor - Not To Exceed)</p> <p>The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW).</p> <p>Senior Project Manager, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Subject Matter Expert I, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Administrative, Estimated Hours [REDACTED] b4, Hourly Rate \$ [REDACTED] b4 Family Physician, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Psychiatrist, Estimated Hours [REDACTED] b4 Hourly Rate [REDACTED] b4 Continued ...</p>				0.00

CONTINUATION SHEET

REFERENCE NO. O...MENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00001

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Requisition DRO-07-RQ2073 [REDACTED] b2Low \$5,134,804.36				
	Requisition DRO-07-RQ2058 [REDACTED] b2Low \$500,000.00				
	Requisition DRO-07-RQ2061 [REDACTED] b2Low \$500,000.00				
	Requisition DRO-07-RQ2059 [REDACTED] b2Low \$500,000.00				
	Requisition DRO-07-RQ2060 [REDACTED] b2Low \$500,000.00				
	Requisition DRO-07-RQ2062 [REDACTED] b2Low \$500,000.00				
	Accounting Info: SEE ATTACHMENT A Funded: \$0.00				
	Add Item 0003 as follows:				
0003	MODIFY EXISTING NAKAMOTO GROUP, INC. TASK ORDER TO PROVIDE SUBJECT MATTER EXPERTS AS THEY RELATE TO JUVENILE AND FAMILY DETENTION. PERIOD OF PERFORMANCE IS 9/5/07 - 6/14/08. Delivery: 30 Days After Award Accounting Info: [REDACTED] b2Low \$0.00 Funded: \$0.00 Continued ...	1	EA	0.00	0.00

CONTINUATION SHEET

REFERENCE NO. ODT-6-D-0002/HSCFOP-07-F-01038/P00001
MENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Procurement POC: Robert Romano (Contracting Officer) 202- Program POC: John Milian (COTR) 202-				

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 05/29/2008	4. REQUISITION/PURCHASE REQ. NO. DRO-08-RQ1148	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	
		10B. DATED (SEE ITEM 11) 08/15/2007	
CODE 1330902610000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,599,350.56

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9

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

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

DUNS Number: 133090261

1. THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE OPTION PERIOD ONE FROM 6/15/08 TO 8/14/08.

2. AS RESULT OF THIS MODIFICATION THE DELIVERY ORDER IS INCREASED BY \$2,599,350.56 FROM \$9,000,000.00 TO \$11,599,350.56

3. ALL OTHER TERMS & CONDITIONS REMAINS UNCHANGE

Delivery: 06/15/2008

Discount Terms:

b2Low

FOB: Destination

Period of Performance: 06/15/2008 to 08/14/2008

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) Robert Romano		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	16C. DATE SIGNED 6/9/08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1 (Labor-Not To Exceed)</p> <p>The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C).</p> <p>Period of Performance: June 15, 2008 through August 14, 2008</p> <p>Senior Project Manager, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Subject Matter Expert I, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4 Administrative, Estimated Hours [REDACTED] b4 Hourly Rate \$ [REDACTED] b4</p> <p>Delivery Location Code: DRO DEPARTMENT OF HOMELAND SECURITY DETENTION & REMOVAL 801 I STREET, NW ROOM 800 Attn: M.J. Bates 2027327416 WASHINGTON DC 20536 US</p>			[REDACTED] b4	
1002	<p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1 Travel (Not To Exceed) Travel Costs will be paid in accordance with section A.11.</p> <p>Delivery Location Code: DRO DEPARTMENT OF HOMELAND SECURITY DETENTION & REMOVAL 801 I STREET, NW ROOM 800 Attn: M J Bates 2027327416 WASHINGTON DC 20536 US Continued ...</p>			[REDACTED] b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Contract Specialist POC: Ronald Cruz 202- [REDACTED] b6 Program POC: Barry Miller (COTR) 202- [REDACTED] b6				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 08/15/2008	4. REQUISITION/PURCHASE REQ. NO. DRO-08-RQ1149	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1330902610000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	10B. DATED (SEE ITEM 11) 08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 b2Low _____ increase: \$2,599,350.56

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

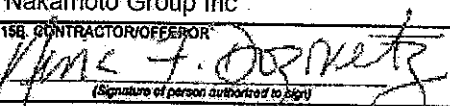

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 133090261
 1. THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE OPTION PERIOD TWO FROM 8/15/08 TO 10/14/08.
 2. AS RESULT OF THIS MODIFICATION THE DELIVERY ORDER IS INCREASED BY \$2,599,350.56 FROM \$9,000,000.00 TO \$14,198,701.12
 3. ALL OTHER TERMS & CONDITIONS REMAINS UNCHANGE
 Delivery: 08/15/2008
 Discount Terms:

b2Low
 Delivery Location Code: DRO
 DEPARTMENT OF HOMELAND SECURITY
 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) Nina F. Dozoretz, Vice President Nakamoto Group Inc	15C. DATE SIGNED Jun 25 2008	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Gomez, Jr.	16C. DATE SIGNED JUN 25 2008
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00003

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>DETENTION & REMOVAL 801 I STREET, NW ROOM 800 Attn: Barry Miller 2027322436 WASHINGTON DC 20536 US</p> <p>FOB: Destination</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2 (Labor-Not To Exceed)</p> <p>The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C).</p> <p>Period of Performance: August 15, 2008 through October 14, 2008</p> <p>Senior Project Manager, Estimated Hours [b4] Hourly Rate \$ [b4] Subject Matter Expert I, Estimated Hours [b4] Hourly Rate \$ [b4] Administrative, Estimated Hours [b4] Hourly Rate [b4]</p>			[b4]	
2002	<p>Change Item 2002 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2 Travel (Not To Exceed) Travel Costs will be paid in accordance with section A.11.</p> <p>Contract Specialist POC: Ronald Cruz 202-[b6]</p> <p>Program POC: Barry Miller (COTR) 202-[b6]</p>			[b4]	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 08/26/2008	4. REGISTRATION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (if other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (incl. street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	
		10B. DATED (SEE ITEM 11) 08/15/2007	
CODE 1330902610000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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:
	D. OTHER (Specify type of modification and authority)
X	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)

DUNS Number: 133090261

A. The purpose of this modification is to add FAR clause 52.217-8 option to Extend Service (Nov 1999). FAR clauses may be viewed at <http://www.arnet.gov/far/>.

B. The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereund shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Jennifer Nakamoto, President	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy J. Maples-Remley
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED 8/27/08
15D. UNITED STATES OF AMERICA	15E. DATE SIGNED August 27, 2008

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 09/02/2008	4. REQUISITION/PURCHASE REQ. NO. DRO-08-RQ1169	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than Item 6) ICE/CR/COMPLIANC	ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Ronald Cruz 2026161878 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 1330902610000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038 10B. DATED (SEE ITEM 11) 08/15/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,530,943.47

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

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

DUNS Number: 133090261

A. The purpose of this modification is to incorporate the approved spend plan (Attchs 1 & 2) for the remainder of the period of performance. PoP is 15 August 08 through 14 Oct 08 and remains unchanged.

B. Funding in the amount of \$1,530,943.47 is added, increasing the total funded amount fr \$14,198,701.12 to \$15,729,644.59.

C. All other terms and conditions remain unchanged.

Delivery: 30 Days After Award


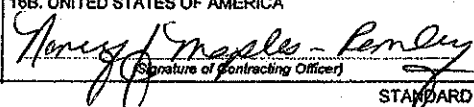
Discount Terms:

b2Low

Delivery Location Code: ICE/DRO

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) JENNIFER H. NAKAMOTO, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy J. Maples-Remley
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/2/2008
15B. CONTRACTOR/OFFEROR	18B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	18C. DATE SIGNED September 2, 2008

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. O DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCBOP-07-F-01038/P00005

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 2 2

NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: [REDACTED] b2Low FOB: Destination Period of Performance: 08/15/2008 to 10/14/2008 Add Item 2003 as follows:				
2003	SUBJECT MATTER EXPERTS AND ADMINISTRATIVE PERSONNEL. Add Item 2004 as follows:				[REDACTED] b4
2004	TRAVEL COSTS. Contract Specialist POC: Nancy J. Maples-Remley 202 [REDACTED] b6 Program POC: Barry Miller (COTR) 202 [REDACTED] b6			[REDACTED] b4	

NAKAMOTO PROPOSED SPENDING PLAN FOR HSCEOP-07-F-01038
 August 22, 2008

Funded value
 Invoiced expenditures
 BALANCE

\$ [REDACTED]
 \$ [REDACTED]
 \$ [REDACTED]

LABOR CATEGORIES

	LABOR RATES	July		Aug		Sept		October 1 - 14, 2008	
		HRS	TOTAL	HRS	TOTAL	HRS	TOTAL	HRS	TOTAL
SPM - 1 FTE (Project Director - located at ICE and Rockville, MD) Task 1.0(a)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I - 38 FTEs (CRs deployed at "Top 40" facilities throughout the country) Task 1.0(d)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I - 9 FTEs Headquarter cell located at ICE and Rockville, MD and Field Compliance Review Managers Task 1.0(a)(e); Task 4.0 (a)(b)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I ("34 Roaming" CRs deployed to 17 non-Top 40 facilities throughout the country) Task 1.0(d)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I (Language Translator) Task 1.0 (a)(i)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I (Special Medical Reviews) Task 1.0(i)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
SME I - 4 Program Management FTEs Task 1.0(a) (c)	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ADMINISTRATION - 15 FTEs Task 1.0 (a) (g); Task 2.0 (e); Task 3.0 (a) (b); Task 4.0 (b); decreases to 11 FTEs in September	\$	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Other Direct Objects		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TRAVEL/PER DIEM		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Subtotals July/August/September/October		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Subtotal August - October 14
 Total Available - August 1, 2008

\$ [REDACTED]
 \$ [REDACTED]

Balance

(\$1,530,943.47)

Statement of Work HQ DSCU Compliance Management Review Team HSCEOP-07-Q-00077
 Task 1.0 Program Management
 Task 2.0 Reporting
 Task 3.0 Training
 Task 4.0 Tracking of Onsite Facility Review Activities

Assumptions

- 21 workdays in September
- Three Top 40 facilities start on August 11, 2008
- Adjusted August hours for "roamers" to reflect 14 monthly reviews and two start-ups
- Adjusted September hours to reflect 16 monthly non-Top 40 and one new start-up
- Travel calculated using average costs for mileage, air, per diem and lodging from actuals
- Decrease in Administrative personnel in September through October
- Hours based on a straight 8 hour work day; 40 hour work week

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 10/09/2008	4. REQUISITION/PURCHASE REQ. NO. 192109FHQDSCU0001	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: N. Maples-Remly Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (if other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: N. Maples-Remley 202.307.6622 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(X) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	
		10B. DATED (SEE ITEM 11) 08/15/2007	
CODE 1330902610000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule Net Increase: \$5,134,000.00

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

CHECK ONE X	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. FAR 52.217-8 OPTION TO EXTEND SERVICES
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 133090261

A. The purpose of this modification is to exercise FAR 52.217-8, Option to Extend Service for the period of 15 October 2008 through 14 January 2009.

B. Funding in the amount of \$5,134,000 is added, increasing the total funded amount from \$15,729,644.59 to \$20,863,645.59.

C. All other terms and conditions remain unchanged.

Delivery: 10/15/2008

Discount Terms:

b2Low

Delivery Location Code: ICE/DRO

ICE Detention & Removal

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy J. Maples-Remley	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Nancy J. Maples-Remley</i> (Signature of Contracting Officer)	16C. DATE SIGNED 20 Oct 08

NSN 7540-01-152-8070

Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00006

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Immigration and Customs Enforcement 801 I Street, NW Suite 900 BARRY MILLER Washington DC 20536 Accounting Info: [REDACTED] b2Low FOB: Destination Period of Performance: 10/15/2008 to 01/14/2009 Add Item 2005 as follows:				
2005	SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009 The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Add Item 2006 as follows:			[REDACTED] b4	
2006	SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Add Item 2007 as follows:			[REDACTED] b4	
2007	ADMINSTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and Continued ...			[REDACTED] b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00006

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	<p>COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Add Item 2008 as follows:</p> <p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND THE FAR. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009.</p> <p>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Contract Specialist POC: Nancy J. Maples-Remley 202 [REDACTED]</p> <p>Program POC: Barry Miller (COTR) 202 [REDACTED]</p>				[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 1
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 10/21/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: N. Maples-Remly Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: N. Maples-Remley 202.307.6622 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1330902610000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	10B. DATED (SEE ITEM 11) 08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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: 133090261

A. The purpose of this modification correct an administrative error where the total funded amount was incorrectly stated on modification P00006 as \$20,863,645.59 and change the total funded amount to \$20,863,644.59.

B. All other terms and conditions remain unchanged.

Period of Performance: 10/15/2008 to 01/14/2009

Contract Specialist POC: Nancy J. Maples-Remley 202- [b6]

Program POC: Barry Miller (COTR) 202- [b6]

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) Nancy J. Maples-Remley	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <i>Nancy J. Maples-Remley</i> Signature of Contracting Officer	16C. DATE SIGNED 21 Oct 08

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)

PO0008

11/04/2008

192109FHQDSCU0001

6. ISSUED BY

CODE

ICE/CR/COMPLIANC

7. ADMINISTERED BY (if other than item 6)

CODE

ICE/CR/COMPLIANC

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: N. Maples-Remley
Washington DC 20536

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: N. Maples-Remley 202.307.6622
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, state and ZIP Code)

9A. AMENDMENT OF SOLICITATION NO.

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

9B. DATED (SEE ITEM 11)

9A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-5-D-0002
HSCEOP-07-F-01036

9B. DATED (SEE ITEM 11)

CODE 1330902610000

FACILITY CODE

08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10, 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 CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

X

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, 52-243-3 Changes-Time-and-Materials or Labor-Hours

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 1 copies to the buying office.

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

DONS Number: 133090261

A. The purpose of this modification is to realign funding on line items 2006, 2007, and 2008 as follows:

Item	Original Amount	Change	New Line Item Total
2006	\$		
2007	\$		
2008	\$		

This administrative modification does not affect the bottom line price of the award.

Continued ...

Except as provided herein, all terms and conditions of the documents referenced in item 8A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

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

JENNIFER H. NAKAMOTO, PRESIDENT

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

Nancy J. Maples-Remley

15B. CONTRACTING OFFICER

15C. DATE SIGNED

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

Jennifer H. Nakamoto

11/04/2008

Nancy J. Maples-Remley

7 Nov 08

NSN 7540-01-102-0070
Previous edition unusable

STANDARD FORM 30 (REV. 10-03)
Prescribed by GSA
FAR (48 CFR) 53.203

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00008

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIER/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	B. All other terms and conditions remain unchanged. Delivery: 10/15/2008 Discount Terms: b2Low Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 901 I Street, NW Suite 900 BARRY MILLER Washington DC 20536 Accounting Info: b2Low				
2006	Change Item 2006 to read as follows (amount shown is the obligated amount): SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Change Item 2007 to read as follows (amount shown is the obligated amount):				
2007	ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCROP-07-F-01038/P00008

PAGE OF
 3 3

NAME OF OFFEROR OR CONTRACTOR
 NAKANOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	<p>Change Item 2008 to read as follows (amount shown is the obligated amount):</p> <p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND THE FAR. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009.</p> <p>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Contract Specialist POC: Nancy J. Maples-Remley 202- [REDACTED]</p> <p>Program POC: Barry Miller (COTR) 202- [REDACTED]</p>				[REDACTED]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 12/17/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: N. Maples-Remley Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: N. Maples-Remley 202.732.2556 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1330902610000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	10B. DATED (SEE ITEM 11) 08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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: 133090261

A. The purpose of this modification is to change the finance office from Dallas, TX to Burlington, VT.

B. Provide invoicing procedures and instructions

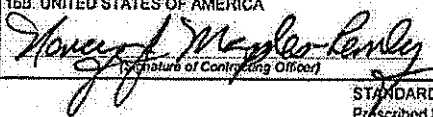
Period of Performance: 10/15/2008 to 01/14/2009

Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 12/17/2008 and pertains to all invoices submitted on that date and thereafter.

1. Invoices shall now be submitted via one of the following three methods:

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) Nancy J. Maples-Remley	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  Signature of Contracting Officer	16C. DATE SIGNED 12/17/2008

NSN 7540-01-152-8070

Previous edition unusable.

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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2 3NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FOD-SAN ANTONIO Willinston, VT 05495-1620</p> <p>or</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 12/17/2008 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 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 payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See Continued ... 				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00009

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 3 3

NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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>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 BFC will not process the payment.</p> <p>Contract Specialist POC: Nancy J. Maples-Remley 202- [REDACTED] b6</p> <p>Program POC: Barry Miller (COTR) 202- [REDACTED] b6</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 01/06/2009	4. REQUISITION/PURCHASE REQ. NO. 192109FHQDSCU0007	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: N. Maples-Remley Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (if other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: N. Maples-Remley 202.732.2556 Washington DC 20536	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1330902610000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01038	10B. DATED (SEE ITEM 11) 08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required) Net Increase: \$5,134,000.00
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 X	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 FAR 52.217-8 OPTION TO EXTEND SERVICES
	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: 133090261

A. The purpose of this modification is to exercise FAR 52.217-8, Option to Extend Service for the period of 15 January 2009 to 14 April 2009.

B. Funding in the amount of \$5,134,000.00 is added, increasing the total funded amount from \$20,863,644.59 to \$25,997,644.59

Delivery: 01/15/2009

Discount Terms:

b2Low

FOB: Destination

Period of Performance: 01/15/2009 to 04/14/2009

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) Nancy J. Maples-Remley
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 01/06/2009

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00010

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2009	<p>Add Item 2009 as follows:</p> <p>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009 The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Attn: N. Maples-Remley Washington DC 20536 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ [REDACTED] b4</p>				
2010	<p>Add Item 2010 as follows:</p> <p>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ [REDACTED] b4</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2011	<p>Add Item 2011 as follows:</p> <p>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ [REDACTED] b4</p>			b4	
2012	<p>Add Item 2012 as follows:</p> <p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</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:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$ [REDACTED] b4 Contract Specialist POC: Nancy J. Maples-Remley 202 [REDACTED] b6 Continued ...</p>			b4	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-6-D-0002/HSCEOP-07-F-01038/P00010

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NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program POC: Barry Miller (COTR) 202- [REDACTED] b6				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00011

01/14/2009

192109FHQDSCU0007

6. ISSUED BY

CODE

ICE/CR/COMPLIANC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/CR/COMPLIANC

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
801I Street NW, Suite 800
Attn: N. Maples-Remly
Washington DC 20536

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, Suite 800
Attn: N. Maples-Remley 202.732.2556
Washington DC 20536

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

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

ODT-6-D-0002
HSCEOP-07-F-01038

10B. DATED (SEE ITEM 11)

08/15/2007

CODE 1330902610000

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: 133090261

A. The purpose of this administrative modification is to correct the Payment Office line to read " Attn: ICE-DRO-HQ-DM" instead of 'ATTN: ICE-DRO-FOD-SAN ANTONIO"

Delivery: 01/15/2009

Discount Terms:

b2Low

FOB: Destination

Period of Performance: 01/15/2009 to 04/14/2009

Change Item 2009 to read as follows (amount shown

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)

Nancy J. Maples-Remley

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

01/14/2009

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-6-D-0002/HSCEOP-07-F-01038/P00011

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NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2009	<p>is the obligated amount):</p> <p>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009 The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Attn: N. Maples-Remley Washington DC 20536 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00</p> <p>Change Item 2010 to read as follows (amount shown is the obligated amount):</p>			b4	0.00
2010	<p>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00 Continued ...</p>			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00011

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2011	<p>Change Item 2011 to read as follows (amount shown is the obligated amount):</p> <p>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536 Accounting Info:</p> <p style="text-align: center;">b2Low</p> <p>Funded: \$0.00</p> <p>Change Item 2012 to read as follows (amount shown is the obligated amount):</p>			b4	0.00
2012	<p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</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:</p> <p style="text-align: center;">b2Low</p> <p>Continued ...</p>			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-6-D-0002/HSCEOP-07-F-01038/P00011

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4 4

NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: \$0.00 Contract Specialist POC: Nancy J. Maples-Remley 202 [REDACTED] b6 Program POC: Barry Miller (COTR) 202- [REDACTED] b6				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 01/21/2009	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 8011 Street NW, Suite 800 Attn: N. Maples-Remley Washington DC 20536	CODE ICE/CR/COMPLIANC	7. ADMINISTERED BY (if other than item 6)	CODE ICE/CR/COMPLIANC
8. NAME AND ADDRESS OF CONTRACTOR (i.e., street, county, State and ZIP Code) NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)	
CODE 1330902610000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002 HSCEOP-07-F-01036 10B. DATED (SEE ITEM 11) 08/15/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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 1 copies to the issuing office.

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

DUNS Number: 133090261

The purpose of this no cost administrative modification:

- A. Shift funding by reducing the number of hours and funds on CLIN 2010 SME by b4 hrs @ \$ b4 /hr for a total of \$ b4
- B. Increase the number of hours and funds on CLIN 2011 Administrative Personnel by b4 hrs @ b4 /hr for a total of \$ b4
- c. Decrease CLIN 2012 - Travel ODC by \$ b4

Discount Terms:

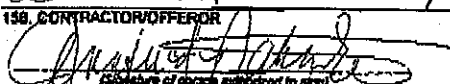

b2Low

FOB: Destination

Period of Performance: 01/15/2009 to 04/14/2009

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) JENNIFER H. NAKAMOTO/PRESIDENT & CEO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Nancy J. Maples-Remley	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 01/22/2009	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 01/21/2009

NSN 7540-01-154-6070
Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00012

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2006	<p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0001</p> <p>Delivery: 10/15/2008 Deliver to Location (2) Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p>			b4	0.00
2007	<p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p> <p>ADMINSTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0001</p> <p>Delivery: 10/15/2008 Deliver to Location (2) Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p> <p>Change Item 2010 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>			b4	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00012

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2010	<p>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. Modification 12 deducted b4 hrs @ \$ b4 /hr for a total of \$ \$ b4</p> <p>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0007</p> <p>Delivery: 01/15/2009 Deliver to Location (1) Accounting Info:</p> <p>b2Low</p> <p>Funded: - \$ b4</p> <p>Change Item 2011 to read as follows (amount shown is the obligated amount):</p>	35737	HR	118.84	-201,433.80
2011	<p>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. Modification 12 added b4 hrs @ \$ b4 /hr for a total of \$ \$ b4</p> <p>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0007</p> <p>Delivery: 01/15/2009 Deliver to Location (1) Accounting Info:</p> <p>b2Low</p> <p>Funded: b4</p> <p>Change Item 2012 to read as follows (amount shown is the obligated amount):</p>				b4
2012	<p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL Continued ...</p>				b4

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-6-D-0002/HSCEOP-07-F-01038/P00012

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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. Modification 12 decreased the total funding by [REDACTED] b4</p> <p>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Requisition No: 192109FHQDSCU0007</p> <p>Delivery: 01/15/2009 Deliver to Location (3) Accounting Info: [REDACTED] b2Low</p> <p>Funded: [REDACTED] b4</p> <p>Delivery Location(1) Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536</p> <p>Delivery Location(2) Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 BARRY MILLER Washington DC 20536</p> <p>Delivery Location(3) Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Contract Specialist POC: Nancy J. Maples-Remley 202. [REDACTED] b6 Program POC: Barry Miller (COTR) 202. [REDACTED] b6</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
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2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00013		02/23/2009		192109FHQDSCU0001	
6. ISSUED BY		CODE		5. PROJECT NO. (If applicable)	
ICE/CR/COMPLIANC		ICE/CR/COMPLIANC			
ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801I Street NW, Suite 800 Attn: N. Maples-Remly Washington DC 20536			ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Attn: N. Maples-Remley 202.732.2556 Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
NAKAMOTO GROUP INC 3347 ECLIPSE DR JEFFERSON MD 217557603			(x)		
			9B. DATED (SEE ITEM 11)		
			x		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			ODT-6-D-0002		
			HSCEOP-07-F-01038		
			10B. DATED (SEE ITEM 11)		
			08/15/2007		
CODE		FACILITY CODE			
1330902610000					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 133090261

The purpose of this no cost administrative modification is:

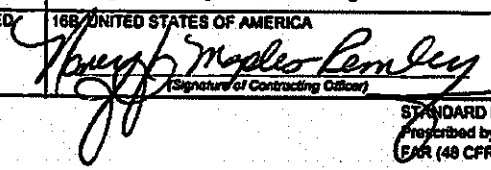
A. Correct the verbiage in block 14 of modification number 8 which incorrectly stated the total amount of funds available on CLIN 2006 following a realignment of funds. The funded amount for CLIN 2006 was stated correctly as [redacted] b4. However the amount stated in block 14 was incorrectly stated as \$ [redacted] b4. The text in block 14 of modification 8 should correctly read as follows: CLIN 2006 The original amount of \$ [redacted] b4 was reduced by - [redacted] b4 for a new funded total of \$ [redacted] b4.

B. Further realign funds on CLINs 2005, 2006, 2007 and 2008 as follows:

CLIN 2005 is reduced by \$ [redacted] b4 for a new funded total of \$ [redacted] 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)	
		Nancy J. Maples-Remley	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			02/23/2009
		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 2006 is reduced by \$ [redacted] b4 for a new funded total of [redacted] b4</p> <p>CLIN 2007 is increased by \$ [redacted] b4 for a new funded total of \$ [redacted] b4</p> <p>CLIN 2008 is increased by \$ [redacted] b4 for a new funded total of \$ [redacted] b4</p> <p>Discount Terms: [redacted] b2Low</p> <p>Accounting Info: [redacted] b2Low</p> <p>FOB: Destination</p> <p>Change Item 2005 to read as follows (amount shown is the obligated amount):</p>				
2005	<p>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p>			[redacted] b4	
2006	<p>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Modification 13 reduced CLIN 2006 by \$ [redacted] b4 for a new funded total of \$ [redacted] b4</p> <p>Change Item 2007 to read as follows (amount shown is the obligated amount):</p>			[redacted] b4	
2007	<p>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE Continued ...</p>			[redacted] b4	

NAME OF OFFEROR OR CONTRACTOR
NAKAMOTO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	<p>SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p> <p>Change Item 2008 to read as follows (amount shown is the obligated amount):</p> <p>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND THE FAR. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</p>				

b4

06/12/2007 15:07

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OFDT

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 06/12/07	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of the Federal Detention Trustee 4801 N. Fairfax Drive Suite 910 Arlington, VA 22203	7. ADMINISTERED BY (If other than Item 6) Same as block #6	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) The Nakamoto Group 3347 Eclipse Drive Jefferson, MD 21755		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-6-D-0002	10B. DATED (SEE ITEM 11) 12/15/05
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 10, 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 ACKNOWLEDGMENT 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)

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 PART 43.103 (a) (3)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

Immigration and Customs Enforcement (ICE) is hereby an authorized user of the above referenced contract. ICE shall issue the task orders against the contract with copies provided to the OFDT Contracting Officer (see block #16). To ensure appropriate billing, ICE shall use their accounting appropriation and the contractor shall invoice ICE directly. Task orders issued by OFDT take precedence over ICE, in the event those tasks occur simultaneously.

Should you have any questions, please contact Deborah M. Johnson, on 202.353.4601.

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

15A. NAME AND TITLE OF SIGNER (Type or print) JENNIFER H. NAKAMOTO, PRESIDENT	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Deborah M. Johnson
15B. CONTRACTOR/OFFEROR <i>Jennifer H. Nakamoto</i>	15C. DATE SIGNED 6/12/07
15C. UNITED STATES OF AMERICA <i>Deborah M. Johnson</i>	15D. DATE SIGNED 6/14/07
(Signature of Contracting Officer)	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: _____ PAGE 1 OF _____

2. CONTRACT NO. ODI-6-C-0004

3. AWARD EFFECTIVE DATE: 12/15/2005

4. ORDER NUMBER: N/A

5. SOLICITATION NUMBER: _____

6. SOLICITATION ISSUE DATE: _____

7. FOR SOLICITATION INFORMATION CALL: Michael Moran

8. TELEPHONE NUMBER (No collect calls): (202) 307-0504

9. ISSUED BY: Office of the Federal Detention Trustee, 1331 Pennsylvania Ave. NW, National Place Building - Suite 1210, Washington, D. C. 20530

10. THIS ACQUISITION IS: UNRESTRICTED, SET ASIDE 100 W FOR SMALL BUSINESS, HUBZONE SMALL BUSINESS, SBA

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE

12. DISCOUNT TERMS: _____

13. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):

13b. RATING: _____

14. METHOD OF SOLICITATION: RFD, IFB, RFP

15. DELIVER TO: Same as Block #9

16. ADMINISTERED BY: Same as Block #9

17a. CONTRACTOR/OFFEROR: The Nakamoto Group, Inc., 3347 Eclipse Drive, Jefferson, MD 21755

18a. PAYMENT WILL BE MADE BY: Same as Block #9

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER:

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED: SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Detention Expert Support Services. Indefinite Delivery, Indefinite Quantity. Minimum Order is \$2,500. Maximum Order is \$1,000,000. Addendum A: Contract Clauses Addendum B: Statement of work Contractor's Proposal incorporated by reference. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1	ea	\$2,500.00	\$2500.00

25. ACCOUNTING AND APPROPRIATION DATA: _____

26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$2,500.00

27. SOLICITATION INCORPORATED BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA: ARE ARE NOT ATTACHED

28. CONTRACT PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA: ARE ARE NOT ATTACHED

29. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

28. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Jennifer Nakamoto-Yingling*

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Michael Moran*

30b. NAME AND TITLE OF SIGNER (Type or Print): JENNIFER NAKAMOTO-YINGLING, President

30c. DATE SIGNED: 12/15/05

31b. NAME OF CONTRACTING OFFICER (Type or Print): Michael Moran

31c. DATE SIGNED: 12/15/05

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002) Prescribed by GSA - FAR (48 CFR) 52.212

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.
Modification 001

3. EFFECTIVE DATE
04/03/06

4. REQUISITION/PURCHASE REQ. NO.
N/A

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

Office of the Federal Detention Trustee
4601 North Fairfax Drive, Suite 910
Washington, D.C. 20530

Same as Block 6.

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

The Nakamoto Group
3347 Eclipse Drive
Jefferson, MD 21755

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
ODT-6-D-0002

10B. DATED (SEE ITEM 11)
12/15/05

CODE 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 ACKNOWLEDGMENT 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 your 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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to correct the Contract Number that is listed as ODT-6-C-0004 on the original contract dated 12/15/2005. ODT-6-C-0004 is hereby replaced with the following Contract Number: ODT-6-D-0002.

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

Michael Moran

Michael Moran

4/3/06

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 2
2. CONTRACT NO. ODT-6-D-0001		3. AWARD/EFFECTIVE DATE 12/15/2005	4. ORDER NUMBER N/A	5. SOLICITATION NUMBER ODT-6-R0001	6. SOLICITATION/ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL: Michael Moran			8. TELEPHONE NUMBER (No collect calls) (202) 307-0504		8. OFFER DUE DATE/LOCAL TIME
8. ISSUED BY Office of the Federal Detention Trustee 1331 Pennsylvania Ave. NW National Place Building - Suite 1210 Washington, D. C. 20530			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD:		11. DELIVERY FOR FOREIGN DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
15. DELIVER TO Same as Block #9			16. ADMINISTERED BY Same as Block #9		
17a. CONTRACTOR/OFFEROR Creative Corrections 6415 Calder, Suite B Beaumont, Texas 77706			18a. PAYMENT WILL BE MADE BY Same as Block #9		
17b. TELEPHONE NO. 409-866-9920			18b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		
17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18c. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Detention Expert Support Services. Indefinite Delivery, Indefinite Quantity. Minimum Order is \$2,500. Maximum Order is \$1,000,000. Addendum A: Contract Clauses Addendum B: Statement of Work Contractor's Proposal incorporated by reference. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	1		\$2,500.00	\$2500.00
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDUM				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDUM				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>[Signature]</i>			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Michael Moran		
30b. NAME AND TITLE OF SIGNER (Type or print) Percy H. Pitzer, President		30c. DATE SIGNED 12-30-05	31b. NAME OF CONTRACTING OFFICER (Type or print) Michael Moran		31c. DATE SIGNED

Continuation Sheet

52.216-18, Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from January 1, 2006 through December 31, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19, Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within thirty days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within thirty days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-27, Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

Continuation Sheet

52.216-28, Multiple Awards for Advisory and Assistance Services (Oct 1995)

The Government intends to award multiple contracts for the same or similar advisory and assistance services to two or more sources under this solicitation unless the Government determines, after evaluation of offers, that only one offeror is capable of providing the services at the level of quality required.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Sept 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (Mar 1999) of 52.219-5.

___ (iii) Alternate II (June 2003) of 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

Continuation Sheet

- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

Continuation Sheet

- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(f)(2)(C)).
 - (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
 - (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
 - (ii) Alternate I (Jan 2004) of 52.225-3.
 - (iii) Alternate II (Jan 2004) of 52.225-3.
 - (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
 - (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
 - (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
 - (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
 - (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - (35)(f) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).
 - (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

Continuation Sheet

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

Continuation Sheet

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Addendum A: Contract Terms and Conditions

52.212-4 Contract Terms and Conditions -- Commercial Items (Oct. 2003)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* 19

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(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 payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
 - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (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.
 - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.*
 - (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
 - (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
 - (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. 20
 - (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing

or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract. 21

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
 - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
 - (3) The clause at 52.212-5.
 - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
 - (5) Solicitation provisions if this is a solicitation.
 - (6) Other paragraphs of this clause.
 - (7) The Standard Form 1449.
 - (8) Other documents, exhibits, and attachments.
 - (9) The specification.
- (t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)
(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. 22

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(6) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(7) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

ADDENDUM TO FAR 52.212-4

52.252-2 -- Clauses Incorporated by Reference (Feb 1998).

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far> (for FAR provisions/clauses)

<http://www.usdoj.gov/jmd/pss/jarinet.htm> (for Justice Acquisition Regulations clauses)

52.214-34 Submission of Offers in the English Language APR 1991

52.216-18 Ordering OCT 1995

52.216-22 Indefinite Quantity OCT 1995

52.217-5 Evaluation of Options JUL 1990

52.224-1 Privacy Act Notification APR 1984

52.224-2 Privacy Act APR 1984

52.237-3 Continuity of Services JAN 1991

52.216-27, Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553). 23

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I (Mar 1999) of 52.219-5.
- (iii) Alternate II (June 2003) of 52.219-5.
- (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
- (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)). 24
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).
- (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.

- X (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(e) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation. 25

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or

to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

Addendum B: Statement of Work

1.0 Introduction

Federal detention is a large component of criminal and immigration case processing by the U.S. Marshals Service (USMS) and the former Immigration and Naturalization Service (INS), now U.S. Immigration and Customs Enforcement (ICE), Department of Homeland Security (DHS). Law enforcement initiatives and increases in illegal immigration to the United States have created a complex detention program that the Department of Justice (DOJ) must effectively manage with available detention resources or acquire additional resources to meet increasing demands.

In response to the increasing concern regarding federal detention, the Office of the Federal Detention Trustee (OFDT) was established by a Congressional directive to exercise all power and functions authorized by law relating to the detention of federal prisoners and illegal aliens (*See*, Pub. L. 106-553, 114 Stat. 2762 (2000)). Accordingly, OFDT leads the development of DOJ detention policy and manages federal detention resources to maximize available detention space.

In January 2000, the Department of Justice (DOJ) approved a draft set of core detention functional areas to apply to all detention facilities operated by, or under contract to/agreement with, the United States Marshals Service (USMS), United States Immigration Customs Enforcement (ICE) (formerly known as the United States Immigration and Naturalization Service), and Federal Bureau of Prisons (BOP). Although the mission of each of these agencies differs, the functional areas were designed to address the most critical elements common to all three agencies and to help ensure that facilities housing federal detainees are safe, secure, and provide basic services in a safe and humane fashion, and that the facilities practices protect detainee statutory and constitutional rights with regards to their area of expertise. This set included 59 individual functional areas, which covered seven broad areas. Each agency that participated in drafting these core functional areas has additional functional areas, policies, and procedures that supplement the functional areas and address agency-specific concerns.

The Functional Areas developed by DOJ in 2000 were never officially adopted or published. Although these functional areas have been used informally by DOJ agencies to assess facility performance, the functional areas have remained in draft form. With the formation of the Office of the Federal Detention Trustee (OFDT) in September 2001, the need for a finalized set of functional areas to facilitate the monitoring and review process, and to provide consistency among agencies, became apparent.

In April 2002, the OFDT established a "Work Group" comprised of the BOP, ICE, and the USMS to finalize for publication purposes, Functional Areas. This effort resulted in the 59 core areas being grouped into nine functional areas (also referred to as disciplines or programs). These 59 core areas and ICEs "Key Standards" are grouped into nine functional areas as follows:

- *Administration and Management* – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled
- *Health Care* – addresses the quality of, and access to, all medical, mental health, and dental services provided by the facility
- *Internal Security and Control* – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline
- *Food Service* – addresses basic sanitation procedures and the adequacy of meals provided to detainees
- *Staff/Detainee Communication* – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff
- *Safety and Sanitation* – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding
- *Services and Programs* – addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence
- *Workforce Integrity* – addresses the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct
- *Detainee Discrimination* – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

2.0 Objective

OFDT has identified a need for contractor project implementation and development support that contributes to better business practices, assists in determining adequate use of detention resources, and aides the organization in servicing its customers more efficiently. This includes advice and counsel in interpreting results, analyzing systems that produce them and developing action plans to further improve business activities.

3.0 Required Services

The Contractor will report all schedule activity status to the OFDT Performance Review & Quality Assurance Division (PROAD), specifically, the contractors will provide the following services: Provide Non personal expert specialized services consultation, assistance, and deliverables associated with all aspects of conducting facility reviews of Non-Federal contract jails and detention facilities housing United States Marshals Service (USMS) and Immigration and Customs Enforcement (ICE) detainees. Provide consulting, training, research, program development, and service products as required. Assist with, and/or perform all phases of the facility review process to include, but not limited to: Attending familiarization and orientation training provided by the government; Assist with peer training and other training as required; including pre-site preparation and report production associated with the on-site facility reviews; Summarize objectives, timetables, team member responsibilities, and data that must be collected; Collect information in different forms and from multiple sources, including printed documents, direct observation of practices and procedures, and interviews. Report any significant and relevant problems needing improvement and examine the status and results of corrective actions implemented to determine the deficiencies have been remedied and ensure sensitive information collected or produced is safeguarded from all unauthorized outside of OFDT and other identified agencies. Participate as an advisor on detention services and assist in the development of evaluation criteria for the detention acquisitions. The Contractor shall also provide evaluation assistance in the areas of detention expertise as it relates to the review of Statements of Work for Detention Services. Contractor shall conduct administrative tasks relevant to program management to include, but not necessarily limited to, assisting government project officers with coordination of acquisition requirement packages, reviewing deliverables, and tracking costs.

The following are essential personnel with respective minimum qualification requirements the Contractor should consider as critical for performance of the contract. The Contractor may use other titles:

Senior Project Manager (25 or more years experience): Provides professional and administrative leadership in the management of a project or task by tracking, monitoring the completion of assigned project. Strong background in detention/incarceration related issues. Responsible for leading project team assigned for the duration of a project or may function as ongoing lead within a group associated with one or more technical areas. Central point of communication for customer and personnel should any questions/needs arises. Possess diligent and highly organized administrative skills. Facilitate and lead

team discussions and meetings. Interacts continuously with government representatives to present results, discuss concerns, and ensure total product/service satisfaction. Leads the task and retains overall task responsibility for performance.

Subject Matter Expert I (20 or more years experience): Responsible for carrying out higher-level professional and/or administrative work involved in programs, projects and operations. Identifies and addresses issues affecting detention/ incarceration performance. Posses a strong background in detention/incarceration issues. An experienced professional operating independently with minimal guidance and supervision performs work.

Subject Matter Expert II (10 to 19 years experience): Responsible for carrying out higher-level professional and/or administrative work involved in programs, projects and operations. Identifies and addresses issues affecting detention/incarceration performance. Posses a strong background in detention/incarceration issues. An experienced professional operating independently with minimal guidance and supervision performs work.

Administrative Support - Performs administrative management task such as word processing, spreadsheet development, administrative typing. Helps produce and prepare deliverables. Maintains schedules, documents, and prepares / records meeting minutes. Knowledgeable in computer based documentation and presentation techniques. Prepares both graphical and narrative presentation material, including research and analytical support. (Recommended 3-5 years experience)

4.0 Contract Structure - Indefinite Delivery, Indefinite Quantity

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity (IDIQ) Multiple Award contract resulting from this solicitation, allowing for Firm Fixed-Price or Labor Hour task orders. Order type is at the discretion of the Government. Upon the determination by the Government of the need for a service task, the Contracting Officer will issue to the Contractor a written request for a proposal to perform the task. A written description of the requirements will accompany the request.

The Contractor shall promptly (within 7 calendar days except for unusual circumstances) submit a proposal to include a detailed breakdown of the types of personnel and the man hours estimated to be required to complete the task, and to include an extension the summary of labor costs, and other direct costs (including travel costs).

The Contractor shall submit a written work plan to include a milestone-tracking schedule with task order events shown by projected and actual date, duration, and dependencies. The Government reserves the right to perform any portion of these services or similar services, in lieu of issuing a task order.

The Government may, at its option, reproduce additional copies of drawings, reports or other documents furnished under this contract. Otherwise, additional reproduction may be done on a reimbursable basis to the Contractor.

5.0 Delivery Orders – Minimum Guarantee

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods.

(d) The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

(e) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of \$1,000,000.00.

6.0 Work Hours

OFDT' observes the ten (10) Federal holidays and any other day declared a National holiday by the President of the United States. Those holidays are:

New Year's Day Labor Day

Martin Luther King's Birthday Columbus Day

President's Day Veteran's Day

Memorial Day Thanksgiving Day

July 4th Christmas Day 10

It should be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

7.0 Contracting Officers Technical Representative

Ms. Claudia Hill, Chief, Performance Review and Quality Assurance
Office of the Federal Detention Trustee
National Place North Building, Suite 1210
1331 Pennsylvania Ave., NW
Washington, DC 20530
Telephone: (202) 353-4601
Fax (202) 353-4611

The COTR has the responsibility to inspect all services/deliverables and authorization to certify (but not to reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this task order shall not be construed to authorize the revision of the terms and conditions of this task order. The Contracting Officer shall authorize any such revision in writing.

8.0 Payments and Invoicing

Invoice shall be submitted to the Contracting Officer's Technical Representative (COTR) listed. Invoice requirements shall be submitted in accordance with 52.212-4 Contract Terms and Conditions -- Commercial Items (Oct. 2003), Sub-Paragraph (G). The COTR will review the invoice against its record. The COTR will notify the contractor of invoice discrepancies. Upon the resolution of the discrepancies, OFDT will approve the invoice and make payment to the contractor.

9.0 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs 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 occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor .

10.0 Service Delivery Summary

The contractor service requirements are summarized into performance objectives. The performance threshold describes the minimum acceptable levels of service necessary for each requirement. These thresholds are critical to mission success.

SDS #	PERFORMANCE OBJECTIVES	PWS #	PERFORMANCE THRESHOLDS	SURVEILLANCE METHODS
1	Provide program management capability	3.0	<ul style="list-style-type: none"> • Meets SDS performance thresholds for 95% of contract requirements. • Contractor program management team level of competency is satisfactory. • Team members display an adequate knowledge of contract requirements. • Contractor team demonstrates adequate efficiency, effectiveness and flexibility when responding to program office requirements. • Team supports and responds timely to programmatic issues most of the time. • Products produced by team are complete, on 	Periodic surveillance. Contractor/Government/Program Managers interface.

			time and require no major re-work.	
2a	Provide Management Oversight: Planning	3.0	<ul style="list-style-type: none"> • Meets SDS performance thresholds for 95% of contract requirements. • Contractors management planning is comprehensive and contains logical flow of activities. • Contractor's response to government technical and business requests is satisfactory. • Contractor implements adequate management controls that 	Periodic Surveillance. Contractor/Government Program managers interface.

			provide for identification of program office needs in a timely manner.	
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2b	Provide Management Oversight: Hiring/Staffing	3.0, 12. 0-	<p>Meets SDS performance thresholds for 95% of contract requirements.</p> <p>Contractor takes action to meet government staffing/hiring requirements in a timely manner.</p> <p>Contractor provides adequate staffing levels commensurate with work assignments.</p> <p>Selection of personnel is adequate to meet program office.</p>	Periodic Surveillance. Contractor/Government Program managers interface.
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			<p>requirements.</p> <p>Contractor keeps program office informed of resource issues and takes appropriate and timely action to resolve them.</p> <ul style="list-style-type: none"> • Task personnel changes are kept to a minimum. 	
2c.	Provide Management Oversight: Government/Contract or Interface	3.0	<ul style="list-style-type: none"> • Meets SDS performance thresholds for 95% of contract requirements. • Contractor establishes clear lines of authority and provides effective communication with the government, other agencies and contractors. • Minimum programmatic or technical impacts are experienced because of communicatio 	Periodic Surveillance. Contractor/Government Program managers interface.

			<p>n problems.</p> <ul style="list-style-type: none"> • Good coordination is maintained with government teams. 	
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3.	Provide Travel Cost Control and Reporting	3.0, 8.0, 13.0	<ul style="list-style-type: none"> • Meets SDS performance thresholds for 95% of contract requirements. • Contractor cost data is received on time and is consistent and logical. • Travel cost reports are accurate and provide sound information relative to overall travel cost. • Contractor demonstrates sensitivity to compliance with FAR by responding timely to contract administration and audit inquiries. • Provides resources to resolve issues raised by government personnel. 	Periodic Surveillance. Contractor/Government Program managers interface.
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11.0 Government Furnished Property and Services

11.1 General.

The contractor shall identify in the task proposal the type, amount, and time frames for any required government resources, other than those listed below.

11.2 Facilities and Services.

Access: The Government will provide the contractor access to all facilities as required to accomplish this requirement.

11.3 Information.

The Government will provide access to the information required to support the tasks described in this requirement. 15

11.4 Period of Performance.

The duration of this requirement is as follows:

Base: 1 January 2006 – 30 September 2006

Option Period(s): 1 October 2006 – 30 September 2007

1 October 2007 – 30 September 2008

1 October 2008 – 30 September 2009

12.0 Contractor Personnel Expertise

The Contractor will be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. The Contractor shall provide experienced personnel with the skill levels necessary for the tasks described in Section 3.0 and functional areas described in Section 1.0. Resume language must clearly express and reflect functional area qualifications and relevant experience. All personnel shall be capable of working independently and taking a pro-active leadership role on the areas assigned and must have a solid knowledge of the MSOffice© suite of tools. All personnel must possess extensive analysis skills on the areas of expertise they are supporting in this SOW.

13.0 Travel

Travel to other Government or civilian facilities outside the local area may be required. All travel must be approved by the COTR prior to commencement of the travel and shall be documented in a Trip Report.

Travel will be reimbursed according to the FAR31.205-46-Travel Costs. The Contractor shall provide complete documentation with each invoice supporting the travel costs, to include copies of receipts for all transportation, including air fair and rental cars, parking,

hotel accommodations, meals, business-related phone calls, taxi fares, and reimbursable mileage.

14.0 Security

Contractor personnel shall be required to have the appropriate level of investigation and/or security clearance for the sites at which they are located during the performance of duties in support of this order. At a minimum, all Contractor personnel are to have a completed favorable National Agency Check (NAC)/Entrance National Agency Check. Contractor personnel shall be required to submit a request for a user ID when access is required to a Government computer, to include the submission of proof to the PMO Security Manager that a favorable National Agency Security Check has been completed.

15.0 Data and Property Rights

The OFDT shall retain all rights and privileges, including all patents and copyrights, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any information collected or other materials furnished or made available under this contract. The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the OFDT is otherwise entitled.

All property rights, including publication rights, in the information and materials first produced by the contractor in connection with the *Statement of Work* shall vest with OFDT. Information and materials shall include, but are not limited to, the following: progress reports, work plans, draft and final reports, and software applications developed.

16.0 Safeguarding Data

In performance of this contract, the Contractor will have access to sensitive Government information. The Contractor agrees to comply with, and assume responsibility for, compliance with the following requirements:

Access to any sensitive Government information shall be subject to the personnel security requirements specified in this document. The OFDT may remove access privileges for Contractor personnel for unauthorized, negligent, or willful actions. These may include, but are not limited to unauthorized modification or disclosure of systems-related or other data.

Individuals who receive access to any sensitive Government information will be required to sign the non-disclosure agreement prior to having access to that information. Access to sensitive Government information is to be directly-related and necessary to adequately conduct the review. Any system or other data made available in any format shall be used only for the purpose of conducting reviews. Information contained in such system shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than a member of the team performing work under this contract on behalf of the Contractor shall be prohibited.

All system and other data shall be accounted for upon receipt and properly stored before, during, and after processing.

The Contractor certifies that system(s) or other data used during the performance of this contract shall be completely purged from all data storage components of its computer facilities, and the Contractor shall retain no sensitive information at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any system or other data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout, which may result while using, automated review platforms and systems or other data shall be destroyed using a document shredder or other method approved by the COTR.

No work involved with this contract shall be subcontracted without the specific written approval of the Contracting Officer.

The Contractor shall not publish or disclose in any manner the details of any safeguards used by the Government to protect its automated review systems or data. Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout the performance of this contract, the Contractor will have access to confidential data, which is either the sole property of the DOJ or is the sole property of other than the contracting parties. The Contractor agrees to maintain the confidentiality of all data to which access may be gained throughout task order performance, whether title thereto vests in the DOJ or otherwise. The Contractor agrees to not disclose said data, any interpretations and/or translations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested.

The OFDT will have the right to terminate this contract for cause if the Contractor fails to provide the safeguards described above.

Penalties for improper disclosure (of any data) may be imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor who, by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

17.0 Organizational Conflict of Interest-Current and Continuing

The Contractor warrants that, to the best of his/her knowledge and belief, they do not have any organizational conflict of interest as defined below:

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to other activities or relationships with the DOJ, USMS, ICE, or the facilities which they will review, which places them in a position that may be unsatisfactory or unfavorable from the Government's standpoint of being able to exercise or render an impartial, technically-sound, objective review in their area of expertise and policies and procedures.

The Contractor agrees that, if after contract award it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure

in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. If the Contractor was aware of organizational conflict of interest before contract award and intentionally did not disclose the conflict to the Contracting Officer, the contract may be terminated.

Table 1.0: Hourly Rates

CREATIVE CORRECTIONS

Offeror	Labor Category	Base	Option 1	Option II	Option III	Option IV	Average
CC	Subject Matter I	\$					\$
	Subject Matter II	\$					\$
	Senior Project Manager	\$					\$
	Administrative	\$					\$
	Average	\$					\$

NAKANO GROUP

Offeror	Labor Category	Base	Option 1	Option II	Option III	Option IV	Average
NG	Subject Matter I	\$					
	Subject Matter II	\$					
	Senior Project Manager	\$					
	Administrative	\$					
	Average	\$					