

Company Name:
G4S Government Services

Contract Number:
HSCEOP-07-D-00006 (HSCEOP07D00006)

Latest Modification Processed:
P00001

Period of Performance:
9/25/2007 through 9/24/2008

Services Provided:
Provides enhanced supervision and reporting for the Intensive Supervision Appearance Program (ISAP).

COTR and Alternate COTR Appointment Letter

To: [REDACTED] COTR and Roxann Dzur, ACOTR

From: David Vroom, Contracting Officer

Date: 10/7/2009

Re: Appointment of [REDACTED] as Contracting Officer's Technical Representative (COTR) and Roxann Dzur as Alternate Contracting Officer's Technical Representative (ACOTR) on contract HSCEOP-07-D-00006, including task orders written against this contract.

This letter hereby rescinds the prior COTR appointment letter to Roxann Dzur dated October 8, 2008. Any and all previous appointments as COTR / ACOTR are also hereby rescinded.

[REDACTED] is formally appointed as the Contracting Officer's Technical Representative (COTR) for contract/order HSCEOP-07-D-00006 for the Electronic Surveillance/Reporting (ESR) program. Ms. Roxann Dzur is hereby formally appointed as the Alternate Contracting Officer's Technical Representative on the aforementioned contract. Written modifications to the contract will be forwarded for the COTR file as they occur.

As the COTR, you are authorized to act as my direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COTR, you **shall**:

- a) Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment, and annually thereafter, until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), 500 12th Street, SW, Room 9034, Washington, DC 20536-5900. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements, to include reviewing and approving invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.
- e) Coordinate with your program office and the Contracting Officer, actions relating to funding or recommended changes in the scope of work.

- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.
- g) Promptly review draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and promptly inspect and accept or reject other deliverable items.
- h) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information.
- i) Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.
- j) Inform the Contracting Officer in writing when a contractor is known to be behind schedule, with reasons thereof, and coordinate with the Contracting Officer any corrective action necessary to restore the contract schedule.
- k) Provide the Contracting Officer with a copy of any conference reports and/or correspondence. Coordinate with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps are taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.
- l) Request the Contracting Officer authorize Government furnished property and, when requested by the Contracting Officer, provide disposition advice on Government-furnished property or contractor-acquired property.
- m) Monitor contract financial management controls.
- n) For a contract having a period of performance or delivery due date greater than one year, and having one or more options, (1) no later than 30 calendar days prior to the planned exercise date of an option, perform an interim evaluation of the contractor's performance; and, (2) prepare a final evaluation of the contractor's performance promptly (but no later than 10 Government working days) after completion of all contractual requirements.
- o) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the Contracting Officer and proper Department of Homeland Security (DHS) Office.
- p) Review and submit recommendations to the Contracting Officer on proposed new subcontracts.
- q) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).

- r) Ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.
- s) Ensure that the proper DHS offices are notified at contract conclusion, or when contractor employees depart during contract performance, and facilitate the collection of badges, cancellation of systems access and security clearances.
- t) Recommend approval or disapproval to the Contracting Officer, concerning a contractor's request for key personnel changes, or public release regarding work being performed under the contract.
- u) Notify the Contracting Officer of inventions by the contractor during the performance of the contract.
- v) Provide the Contracting Officer with a formal request for termination, when required.
- w) Evaluate contractor requests for travel.
- x) Review the contractor's invoices/vouchers to ensure that they accurately reflect the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices/vouchers to the Burlington Finance Center and copies to the Contracting Officer in a timely manner.
- y) Respond to requests for information relating to contract closeout support, including furnishing the Contracting Officer with a notice of satisfactory or unsatisfactory completion.

As COTR you shall not:

- a) Make commitments or promises to contractors relating to award of contracts.
- b) Make any agreement with the contractor requiring the obligation of public funds.
- c) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
- d) Solicit proposals.
- e) Modify the stated terms and conditions of the contract.
- f) Issue instructions (oral or written) to a contractor to start or stop work.
- g) Approve items of cost not specifically authorized by the contract.

- h) Direct changes (oral or written), or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of or the benefits to the Government, the contract, or both.
- i) Execute supplemental agreements to the contract.
- j) Participate in negotiations with a contractor outside the presence of a Contracting Officer.
- k) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.
- l) Take any action with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as required.
- m) Interfere with the contractor's management prerogative by supervising contractor employees or otherwise directing their work efforts.
- n) Authorize a contractor to obtain property for use under a contract, or allow government property accountable under one contract to be used under another.
- o) Provide information that might give a contractor an unfair competitive advantage.

You shall notify the Contracting Officer promptly of:

- Any violation of, or deviation from, the technical requirements of the contract/order;
- Inefficient or wasteful practices in use by the contractor;
- Any requests for changes from the contractor;
- Issues that require clarification or resolution;
- Inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
- Any circumstances that prevent you from performing your COTR responsibilities.

Your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

- (1) Do not supervise the contractor's employees: Treating the contractor's employees as if they were Federal Government employees could create a personal services arrangement and potentially place the Government in breach of the contract/order.

Your actions as the COTR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with

the contractor must be beyond reproach. The DHS requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority.

You are required to acknowledge receipt of this appointment by signing below and returning it to the Office of Acquisition Management.

Please do not hesitate to contact the contracting officer if you have any questions or concerns about performing your COTR duties.



DAVID S. VROOM
Contracting Officer

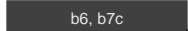
COTR Acknowledgement;

To: Contracting Officer

From:  b6, b7c

Re: Appointment as Contracting Officer's Technical Representative (COTR)

I have read and understand my duties and limitations as an assigned COTR on HSCEOP-07-D-00006.

 b6, b7c
Printed name of COTR

Signature

Date: _____

COTR and Alternate COTR Appointment Letter

To: Roxann Dzur, COTR and [REDACTED] b6, b7c, ACOTR

From: David Vroom, Contracting Officer

Date: 10/8/2008

Re: Appointment of Roxann Dzur as Contracting Officer's Technical Representative (COTR) and Frederick Fu as Alternate Contracting Officer's Technical Representative (ACOTR) on contract HSCEOP-07-D-00006.

This letter hereby rescinds the prior COTR appointment letter to Roxann Dzur dated September 20, 2007, and the prior COTR appointment letter to Mr. Ivan Alvarado, dated 10 September 2008. Any and all previous appointments as COTR / ACOTR are also hereby rescinded.

Ms. Roxann Dzur is formally appointed as the Contracting Officer's Technical Representative (COTR) for contract/order HSCEOP-07-D-00006 for the Enhanced Supervision Reporting (ESR) program. [REDACTED] b6, b7c is hereby formally appointed as the Alternate Contracting Officer's Technical Representative on the aforementioned contract. Written modifications to the contract will be forwarded for the COTR file as they occur.

As the COTR, you are authorized as my direct representative in the technical monitoring and administration of this contract with very specific limitations. As a COTR, you **shall**:

- a) Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment, and annually thereafter, until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), 425 I Street, NW, Room 6040, Washington, DC 20536. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.
- e) Coordinate with your program office and the Contracting Officer, actions relating to funding or recommended changes in the scope of work.

- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.
- g) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the contract, and assure prompt inspection and acceptance or rejection of other deliverable items.
- h) Maintain a contract-working file to include a copy of the contract and all modifications, correspondence, invoices/vouchers, financial tracking, reviews and past performance information.
- i) Refer to the Contracting Officer those matters, other than purely technical problems, which may affect the contract.
- j) Inform the Contracting Officer in writing when a contractor is known to be behind schedule, with reasons thereof, and coordinate with the Contracting Officer any corrective action necessary to restore the contract schedule.
- k) Provide the Contracting Officer with a copy of any conference reports and/or correspondence. Coordinate with the Contracting Officer on the content of any contractually significant correspondence addressed to the contractor. These steps are taken to prevent possible misunderstanding or the creation of a condition that may later be made the basis of a claim.
- l) Request the Contracting Officer authorize Government furnished property and, when requested by the Contracting Officer, provide disposition advice on Government-furnished property or contractor-acquired property.
- m) Monitor contract financial management controls.
- n) For a contract having a period of performance or delivery due date greater than one year, and having one or more options, (1) no later than 30 calendar days prior to the planned exercise date of an option, perform an interim evaluation of the contractor's performance; and, (2) prepare a final evaluation of the contractor's performance promptly (but no later than 10 Government working days) after completion of all contractual requirements.
- o) Report any suspected procurement fraud, waste, abuse, bribery, conflict of interest or other improper conduct to the Contracting Officer and proper Department of Homeland Security (DHS) Office.
- p) Review and submit recommendations to the Contracting Officer on proposed new subcontracts.
- q) Ensure that the contractor submits proper security clearance forms, as required by the contract, and coordinate with the appropriate officer(s).

- r) Ensure the contractor has a current facility clearance, as well as other appropriate clearances for contractor personnel to have access to classified material, as soon as it is determined that access to classified material will be required to complete the contractual requirements.
- s) Ensure that the proper DHS offices are notified at contract conclusion, or when contractor employees depart during contract performance, and facilitate the collection of badges, cancellation of systems access and security clearances.
- t) Recommend approval or disapproval to the Contracting Officer, concerning a contractor's request for public release regarding work being performed under the contract.
- u) Notify the Contracting Officer of inventions by the contractor during the performance of the contract.
- v) Provide the Contracting Officer with a formal request for termination, when required.
- w) Evaluate contractor requests for travel.
- x) Review the contractor's invoices/vouchers to ensure that they accurately reflect the work completed in accordance with the requirements of the contract, and certify acceptance of the delivered items. Submit certified invoices/vouchers to the Burlington Finance Center and copies to the Contracting Officer in a timely manner.
- y) Respond to requests for information relating to contract closeout support, including furnishing the Contracting Officer a notice of satisfactory or unsatisfactory completion.

As COTR you shall not:

- a) Make commitments or promises to contractors relating to award of contracts.
- b) Make any agreement with the contractor requiring the obligation of public funds.
- c) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
- d) Solicit proposals.
- e) Modify the stated terms and conditions of the contract.
- f) Issue instructions (oral or written) to a contractor to start or stop work.
- g) Approve items of cost not specifically authorized by the contract.

- h) Direct changes (oral or written), or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of or the benefits to the Government, the contract, or both.
- i) Execute supplemental agreements to the contract.
- j) Participate in negotiations with a contractor outside the presence of a Contracting Officer.
- k) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.
- l) Take any action with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as required.
- m) Interfere with the contractor's management prerogative by supervising contractor employees or otherwise directing their work efforts.
- n) Authorize a contractor to obtain property for use under a contract, or allow government property accountable under one contract to be used under another.
- o) Provide information that might give a contractor an unfair competitive advantage.

You shall notify the Contracting Officer promptly of:

- Any violation of, or deviation from, the technical requirements of the contract/order;
- Inefficient or wasteful practices in use by the contractor;
- Any requests for changes from the contractor;
- Issues that require clarification or resolution;
- Inconsistencies between invoiced charges and performance, including the use of improper labor categories; or
- Any circumstances that prevent you from performing your COTR responsibilities.

Your authority is limited and does not include commitments or changes that affect price, quality, quantity, or other terms and conditions of the contract. Only a warranted Contracting Officer has the authority to make those changes to the contract. Keep these limitations in mind during your interactions with the contractor employees:

- (1) Do not supervise the contractor's employees: Treating the contractor's employees as if they were Federal Government employees could create a personal services arrangement and potentially place the Government in breach of the contract/order.

Your actions as the COTR for this contract become a matter of record and should be completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with

the contractor must be beyond reproach. The DHS requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority.

You are required to acknowledge receipt of this appointment by signing below and returning it to the Office of Acquisition Management.

Please do not hesitate to contact the contracting officer if you have any questions or concerns about performing your COTR duties.

COTR Acknowledgement;

To: Contracting Officer

From: Roxann Dzur

 (Signature)

Date: 10/8/08

Re: Appointment as Contracting Officer's Technical Representative (ACOTR)

I have read and understand my duties and limitations as an assigned COTR on HSCEOP-07-D-00006.

Appointment of Frederick Fu as Alternate Contracting Officer's Technical Representative (ACOTR)

Pursuant to HSAR 3052.242-72, [REDACTED] b6, b7c is hereby designated as the Alternate Contracting Officer's Technical Representative (ACOTR), effective 8 October 2008 in administration of contract HSCEOP-07-D-00006. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service.

You are only authorized to act in the capacity of ACOTR in absences of the COTR that are greater than forty-eight (48) hours, and are subject to the same limitations and responsibilities as the COTR. The COTR or ACOTR shall ensure timely notification to the contractor whenever the ACOTR performs COTR duties.

If you are to be reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If your designation is revoked for any reason before completion of this contract, turn your records over to the

successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.

b6, b7c

Printed name of ACOTR

b6, b7c

Signature

Telephone: (202) 902- b6, b7c

Date: 10/8/20x

Contractor Acknowledgement:

I have received a copy of the COTR/ACOTR designation letter for the subject contract/order:

Printed Name
G4S Government Services

Signature:

Date:

Vroom, David

From: Vroom, David
Sent: Friday, October 09, 2009 1:53 PM
To: [REDACTED] b6
Cc: Dzur, Roxann; [REDACTED] b6, b7c
Subject: HSCEOP-07-D-00006-P00004
Attachments: HSCEOP-07-D-00006-P00004.pdf

Good afternoon Ms. Conley.

Attached please find a copy of modification P00004 which changes the COTR and ACOTR. Please keep this with your copy of the COTR appointment letter. Thanks.

Very Respectfully,

David S. Vroom

Office of Acquisition Management (OAQ)
Immigration and Customs Enforcement (ICE)
Department of Homeland Security (DHS)
801 I Street, NW, Washington DC 20536
Phone: 202-732- [REDACTED] b6
Fax: 202-732-7446
email: [REDACTED] b6

Help us support you better –

TELL US HOW WE ARE DOING!

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

Appointment of Roxann Dzur as Alternate Contracting Officer's Technical Representative (ACOTR)

Pursuant to HSAR 3052.242-72, Roxann Dzur is hereby designated as the Alternate Contracting Officer's Technical Representative (ACOTR), effective 7 October 2009 in administration of contract HSCEOP-07-D-00006. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service.

You are only authorized to act in the capacity of ACOTR in absences of the COTR that are greater than forty-eight (48) hours, and are subject to the same limitations and responsibilities as the COTR. The COTR or ACOTR shall ensure timely notification to the Contracting Officer and contractor whenever the ACOTR performs COTR duties.

If you are to be reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.

ACOTR Acknowledgement:

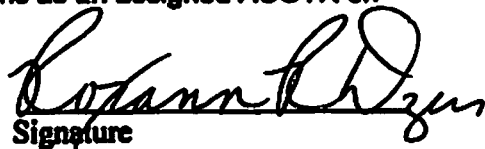
To: Contracting Officer

From: Roxann Dzur

Re: Appointment as Alternate Contracting Officer's Technical Representative (ACOTR)

I have read and understand my duties and limitations as an assigned ACOTR on HSCEOP-07-D-00006.

Roxann Dzur
Printed name of ACOTR


Signature

Date: 10/7/09

Contractor Acknowledgement:

I have received a copy of the COTR/ACOTR designation letter for the subject contract/order:

JOYCE K. CONLEY Joyce K. Conley 10/8/09
Printed Name Signature Date
G4S Government Services

Vroom, David

From: Vroom, David
Sent: Monday, September 15, 2008 2:24 PM
To: [REDACTED] b6, b7c
Subject: FW: Exercise of 1st Option for Contract HSCEOP-07-D-00006 and Issue Task Order HSCECR-08-J-00057
Attachments: Mod P00003 ESR First Option signed 10 Sep (2).pdf; HSCECR-08-J-00057 (2).pdf

Sir:

In response to [REDACTED] b6, b7c out-of-office response to emails, I'm forwarding to you what had sent to him. Thanks.

David Vroom

From: Vroom, David
Sent: Monday, September 15, 2008 2:21 PM
To: [REDACTED] b6
Cc: [REDACTED] b6; Dzur, Roxann; [REDACTED] b6, b7c
Subject: Exercise of 1st Option for Contract HSCEOP-07-D-00006 and Issue Task Order HSCECR-08-J-00057

Good afternoon Ms. Walters:

Attached for your files please find a copy of Modification P00003 to subject contract whereby the Government exercises the first option period.

Also attached please find a copy of Task Order HSCECR-08-J-00057.

If you have any questions, please don't hesitate to contact me.

Very Respectfully,

David S. Vroom

Office of Acquisition Management
 Immigration and Customs Enforcement
 202.307 [REDACTED] b6 (p)
 202.616.1512 (fax)
 email: [REDACTED] b6

Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). Please do not forward without the author's consent. ~~This document may contain procurement sensitive information and should be treated in accordance with FAR 3.104. It may contain information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this document/report should be furnished to the media, either in written or verbal form.~~

9/15/2008

Vroom, David

From: [REDACTED] b6, b7c
Sent: Monday, September 15, 2008 2:21 PM
To: Vroom, David
Subject: Out of Office AutoReply: Exercise of 1st Option for Contract HSCEOP-07-D-00006 and Issue Task Order HSCECR-08-J-00057

I will be detailed 60 Days to DRO Bonds Unit from 9-15-08 to 11-14-08. Please contact Frederick Fu @ 202 616-8710 or Roxann Dzur @ 202 616-[REDACTED] b6 for any ATD issues. Thanks. Have a blessed day.

Vroom, David

From: Vroom, David
Sent: Wednesday, September 10, 2008 8:26 PM
To: Obligations Processing
Cc: Maples-Remley, Nancy
Subject: Modification P00003 for contract HSCEOP-07-D-00006
Attachments: Mod P00003 ESR First Option signed 10 Sep.pdf

Tracking:

| Recipient | Read |
|------------------------|-------------------------|
| Obligations Processing | Read: 9/11/2008 7:20 AM |
| Maples-Remley, Nancy | |

Good morning. Please process this modification to exercise the first option for subject contract. Thanks! David Vroom 202-307-

b6

b6

* FY 2004 and prior; 80% or more specified as performance requirement
* FY 2005 and later; 50% or more specified as performance requirement

Legislative Mandates

Clinger-Cohen Act: No
Service Contract Act: Not Applicable
Walsh-Healey Act: Not Applicable
Davis Bacon Act: Not Applicable

Inter Agency Contracting Authority

Interagency Contracting Authority:
Other Interagency Contracting Statutory Authority:
(1000 characters)

Not Applicable

Contract Marketing Data

Website URL: (http://www.fpds.gov)

Who Can Use: Only the Agency awarding the contract may place orders.

FIPS 95 codes / Other Text:

Email Contact:

Maximum Order Limit: \$75,000,000.00

Fee for Use of Service:

Fixed %
Varies by Amount Lower Value 0 Upper Value 0
Varies by Other Factor
No Fee

Ordering Procedure:
(Optional if Website URL is provided, otherwise mandatory.)

Product Or Service Information

Product/Service Code: G004 Description: SOCIAL REHABILITATION SERVICES

Principal NAICS Code: 335999 Description: ALL OTHER MISCELLANEOUS ELECTRICAL EQUIP

Claimant Program Code: Description:

Bundled Contract: Not a bundled requirement

GFE/GFP Provided Under This Action: Transaction does not use GFE/GFP

Use Of Recovered Material: No Clauses Included

Domestic or Foreign Entity: Select One

Sea Transportation: Select One

Description Of Contract Requirement:
(4000 characters)
Change COTR and ACOTR.

Competition Information

Extent Competed For Referenced IDV:

Extent Competed:

Solicitation Procedures:

Type Of Set Aside:

Evaluated Preference:

SBIR/STTR:

Statutory Exception To Fair Opportunity:

Reason Not Competed:

Commercial Item Acquisition Procedures:

A76 Action:

FedBizOpps:

Local Area Set Aside:

Number Of Offers Received:

Full and Open Competition
Negotiated Proposal/Quote
No set aside used.
No Preference used
Select One
Select One
Select One
Commercial Item Procedures not used
No
Not Applicable
No
3

b6

Small Business Competitiveness Demonstration Program:

No

Commercial Item Test Program:

Preference Programs / Other Data

Contracting Officer's Business Size Selection:

Small Business

Subcontract Plan:

Plan Not Required

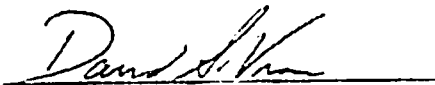
HSCEOP-07-D-00006

the contractor must be beyond reproach. The DHS requires strict compliance with established Standards of Conduct and Conflict of Interest rules.

Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority.

You are required to acknowledge receipt of this appointment by signing below and returning it to the Office of Acquisition Management.

Please do not hesitate to contact the contracting officer if you have any questions or concerns about performing your COTR duties.



DAVID S. VROOM
Contracting Officer

COTR Acknowledgement;

To: Contracting Officer

From:  b6, b7c

Re: Appointment as Contracting Officer's Technical Representative (COTR)

I have read and understand my duties and limitations as an assigned COTR on HSCEOP-07-D-00006.

Frederick Fu
Printed name of COTR

 b6, b7c
Signature

Date: 10/2/09

2. CONTRACT (Proc. Inst. Ident.) NO. HSCEOP-07-D-00006 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY CODE ICE/CR/COMPLIANCE 6. ADMINISTERED BY (If other than Item 5) CODE ICE/CR/COMPLIANCE
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536
 ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Patryk Drozd Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) 8. DELIVERY FOB ORIGIN OTHER (See below)

G4S GOVERNMENT SERVICES 30201 AVENTURA RANCHO SANTA MARGARITA CA 926882049
 9. DISCOUNT FOR PROMPT PAYMENT Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE 9686899010000 FACILITY CODE

11. SHIP TO/MARK FOR CODE 12. PAYMENT WILL BE MADE BY CODE
 U.S. DEPT. OF HOMELAND SECURITY U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800 WASHINGTON DC 20536

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304 (c) () 41 U.S.C. 253 (c) () 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$0.00

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| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | | J | LIST OF ATTACHMENTS | |
| | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
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| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise above and on any continuation sheets for the consideration stated herein. The rights obligations of the parties to this contract shall be subject to and governed by the documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)
 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) 20A. NAME OF CONTRACTING OFFICER Robert Romano

19B. NAME OF CONTRACTOR 19C. DATE SIGNED 20B. UNITED STATES OF AMERICA 20C. DATE SIGNED 9/25/07
 BY (Signature of person authorized to sign) BY (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-D-00006

PAGE OF
2 71

NAME OF OFFEROR OR CONTRACTOR

G4S GOVERNMENT SERVICES

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Tax ID Number: 33-0983972 DUNS Number: 968689901 FOB: Destination Period of Performance: 09/25/2007 to 09/24/2008 | | | | |
| 0001 | Enhanced Supervision/Reporting Program (ESR) Services. For the base year: 09/25/2007 - 09/24/2008. This includes CLINs 0001A - 0027F as defined in section B-2. | | | | 0.00 |
| 1000 | OPTION YEAR 1 Enhanced Supervision/Reporting Program (ESR) Services. This includes CLINs 1001A - 1027F as defined in section B-2. Period of Performance: 09/25/2008 - 09/24/2009 Amount: \$0.00 (Option Line Item) | | | | 0.00 |
| 2000 | OPTION YEAR 2 Enhanced Supervision/Reporting Program (ESR) Services. This includes CLINs 2001A - 2027F as defined in section B-2. Period of Performance: 09/25/2009 - 09/24/2010 Amount: \$0.00 (Option Line Item) The total amount of award: \$0.00. The obligation for this award is shown in box 15G. | | | | 0.00 |

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Supplies or Services/Prices

B-1 Items to be Acquired

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to, or incident to, performing and providing the following items of work:

PERFORMANCE WORK STATEMENT IS ATTACHED AND LISTED IN
C-1: Performance Work Statement

B-2 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract

The following Contract Line Items (CLINs) shall apply for payment purposes for the duration of the contract.

Table 1 - - CLINs by location

| Line Item Number | ESR Supervision Services - Atlanta | Base Year (0001) 09/25/07-09/24/08 | Option Year 1 (1001) 09/25/08-09/24/09 | Option Year 2 (2001) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0001A, 1001A, 2001A | ESR Case Management & Supervision | | | |
| 0001B, 1001B, 2001B | Telephonic Reporting | | | |
| 0001C, 1001C, 2001C | Radio Frequency | | | |
| 0001D, 1001D, 2001D | Cellular Electronic Monitoring | | b4 | |
| 0001E, 1001E, 2001E | Passive GPS Monitoring | | | |
| 0001F, 1001F, 2001F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Baltimore | Base Year (0002) 09/25/07-09/24/08 | Option Year 1 (1002) 09/25/08-09/24/09 | Option Year 2 (2002) 09/25/09-09/24/10 |
|---------------------|--------------------------------------|--|--|--|
| 0002A, 1002A, 2002A | ESR Case Management & Supervision | | | |
| 0002B, 1002B, 2002B | Telephonic Reporting | | | |
| 0002C, 1002C, 2002C | Radio Frequency | | | |
| 0002D, 1002D, 2002D | Cellular Electronic Monitoring | | b4 | |
| 0002E, 1002E, 2002E | Passive GPS Monitoring | | | |
| 0002F, 1002F, 2002F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Boston | Base Year (0003) 09/25/07-09/24/08 | Option Year 1 (1003) 09/25/08-09/24/09 | Option Year 2 (2003) 09/25/09-09/24/10 |
|---------------------|-----------------------------------|--|--|--|
| 0003A, 1003A, 2003A | ESR Case Management & Supervision | | | |
| 0003B, 1003B, 2003B | Telephonic Reporting | | | |
| 0003C, 1003C, 2003C | Radio Frequency | | | |
| 0003D, 1003D, 2003D | Cellular Electronic Monitoring | | b4 | |
| 0003E, 1003E, 2003E | Passive GPS Monitoring | | | |
| 0003F, 1003F, 2003F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Buffalo | Base Year (0004) 09/25/07-09/24/08 | Option Year 1 (1004) 09/25/08-09/24/09 | Option Year 2 (2004) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0004A, 1004A, 2004A | ESR Case Management & Supervision | | | |
| 0004B, 1004B, 2004B | Telephonic Reporting | | | |
| 0004C, 1004C, 2004C | Radio Frequency | | | |
| 0004D, 1004D, 2004D | Cellular Electronic Monitoring | | | |
| 0004E, 1004E, 2004E | Passive GPS Monitoring | | | |
| 0004F, 1004F, 2004F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Charlotte | Base Year (0005) 09/25/07-09/24/08 | Option Year 1 (1005) 09/25/08-09/24/09 | Option Year 2 (2005) 09/25/09-09/24/10 |
|---------------------|--------------------------------------|--|--|--|
| 0005A, 1005A, 2005A | ESR Case Management & Supervision | | | |
| 0005B, 1005B, 2005B | Telephonic Reporting | | | |
| 0005C, 1005C, 2005C | Radio Frequency | | | |
| 0005D, 1005D, 2005D | Cellular Electronic Monitoring | | | |
| 0005E, 1005E, 2005E | Passive GPS Monitoring | | | |
| 0005F, 1005F, 2005F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Chicago | Base Year (0006) 09/25/07-09/24/08 | Option Year 1 (1006) 09/25/08-09/24/09 | Option Year 2 (2006) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0006A, 1006A, 2006A | ESR Case Management & Supervision | | | |
| 0006B, 1006B, 2006B | Telephonic Reporting | | | |
| 0006C, 1006C, 2006C | Radio Frequency | | | |
| 0006D, 1006D, 2006D | Cellular Electronic Monitoring | | | |
| 0006E, 1006E, 2006E | Passive GPS Monitoring | | | |
| 0006F, 1006F, 2006F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Dallas | Base Year (0007) 09/25/07-09/24/08 | Option Year 1 (1007) 09/25/08-09/24/09 | Option Year 2 (2007) 09/25/09-09/24/10 |
|---------------------|-----------------------------------|--|--|--|
| 0007A, 1007A, 2007A | ESR Case Management & Supervision | | | |
| 0007B, 1007B, 2007B | Telephonic Reporting | | | |
| 0007C, 1007C, 2007C | Radio Frequency | | | |
| 0007D, 1007D, 2007D | Cellular Electronic Monitoring | | | |
| 0007E, 1007E, 2007E | Passive GPS Monitoring | | | |
| 0007F, 1007F, 2007F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Denver | Base Year (0008) 09/25/07-09/24/08 | Option Year 1 (1008) 09/25/08-09/24/09 | Option Year 2 (2008) 09/25/09-09/24/10 |
|---------------------|-----------------------------------|--|--|--|
| 0008A, 1008A, 2008A | ESR Case Management & Supervision | | | |
| 0008B, 1008B, 2008B | Telephonic Reporting | | | |
| 0008C, 1008C, 2008C | Radio Frequency | | | |
| 0008D, 1008D, 2008D | Cellular Electronic Monitoring | | | |
| 0008E, 1008E, 2008E | Passive GPS Monitoring | | | |
| 0008F, 1008F, 2008F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Detroit | Base Year (0009) 09/25/07-09/24/08 | Option Year 1 (1009) 09/25/08-09/24/09 | Option Year 2 (2009) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0009A, 1009A, 2009A | ESR Case Management & Supervision | | | |
| 0009B, 1009B, 2009B | Telephonic Reporting | | | |
| 0009C, 1009C, 2009C | Radio Frequency | | b4 | |
| 0009D, 1009D, 2009D | Cellular Electronic Monitoring | | | |
| 0009E, 1009E, 2009E | Passive GPS Monitoring | | | |
| 0009F, 1009F, 2009F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - El Paso | Base Year (0010) 09/25/07-09/24/08 | Option Year 1 (1010) 09/25/08-09/24/09 | Option Year 2 (2010) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0010A, 1010A, 2010A | ESR Case Management & Supervision | | | |
| 0010B, 1010B, 2010B | Telephonic Reporting | | | |
| 0010C, 1010C, 2010C | Radio Frequency | | b4 | |
| 0010D, 1010D, 2010D | Cellular Electronic Monitoring | | | |
| 0010E, 1010E, 2010E | Passive GPS Monitoring | | | |
| 0010F, 1010F, 2010F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Hartford | Base Year (0011) 09/25/07-09/24/08 | Option Year 1 (1011) 09/25/08-09/24/09 | Option Year 2 (2011) 09/25/09-09/24/10 |
|---------------------|-------------------------------------|--|--|--|
| 0011A, 1011A, 2011A | ESR Case Management & Supervision | | | |
| 0011B, 1011B, 2011B | Telephonic Reporting | | | |
| 0011C, 1011C, 2011C | Radio Frequency | | b4 | |
| 0011D, 1011D, 2011D | Cellular Electronic Monitoring | | | |
| 0011E, 1011E, 2011E | Passive GPS Monitoring | | | |
| 0011F, 1011F, 2011F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Houston | Base Year (0012) 09/25/07-09/24/08 | Option Year 1 (1012) 09/25/08-09/24/09 | Option Year 2 (2012) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0012A, 1012A, 2012A | ESR Case Management & Supervision | | | |
| 0012B, 1012B, 2012B | Telephonic Reporting | | | |
| 0012C, 1012C, 2012C | Radio Frequency | | b4 | |
| 0012D, 1012D, 2012D | Cellular Electronic Monitoring | | | |
| 0012E, 1012E, 2012E | Passive GPS Monitoring | | | |
| 0012F, 1012F, 2012F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Los Angeles | Base Year (0013) 09/25/07-09/24/08 | Option Year 1 (1013) 09/25/08-09/24/09 | Option Year 2 (2013) 09/25/09-09/24/10 |
|---------------------|--|--|--|--|
| 0013A, 1013A, 2013A | ESR Case Management & Supervision | | | |
| 0013B, 1013B, 2013B | Telephonic Reporting | | | |
| 0013C, 1013C, 2013C | Radio Frequency | | b4 | |
| 0013D, 1013D, 2013D | Cellular Electronic Monitoring | | | |
| 0013E, 1013E, 2013E | Passive GPS Monitoring | | | |
| 0013F, 1013F, 2013F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services - Miami | Base Year (0014) 09/25/07-09/24/08 | Option Year 1 (1014) 09/25/08-09/24/09 | Option Year 2 (2014) 09/25/09-09/24/10 |
|---------------------|-----------------------------------|--|--|--|
| 0014A, 1014A, 2014A | ESR Case Management & Supervision | | | |
| 0014B, 1014B, 2014B | Telephonic Reporting | | | |
| 0014C, 1014C, 2014C | Radio Frequency | | | |
| 0014D, 1014D, 2014D | Cellular Electronic Monitoring | | | |
| 0014E, 1014E, 2014E | Passive GPS Monitoring | | | |
| 0014F, 1014F, 2014F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Newark | Base Year (0015) 09/25/07-09/24/08 | Option Year 1 (1015) 09/25/08-09/24/09 | Option Year 2 (2015) 09/25/09-09/24/10 |
|---------------------|-----------------------------------|--|--|--|
| 0015A, 1015A, 2015A | ESR Case Management & Supervision | | | |
| 0015B, 1015B, 2015B | Telephonic Reporting | | | |
| 0015C, 1015C, 2015C | Radio Frequency | | | |
| 0015D, 1015D, 2015D | Cellular Electronic Monitoring | | | |
| 0015E, 1015E, 2015E | Passive GPS Monitoring | | | |
| 0015F, 1015F, 2015F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – New Orleans | Base Year (0016) 09/25/07-09/24/08 | Option Year 1 (1016) 09/25/08-09/24/09 | Option Year 2 (2016) 09/25/09-09/24/10 |
|---------------------|--|--|--|--|
| 0016A, 1016A, 2016A | ESR Case Management & Supervision | | | |
| 0016B, 1016B, 2016B | Telephonic Reporting | | | |
| 0016C, 1016C, 2016C | Radio Frequency | | | |
| 0016D, 1016D, 2016D | Cellular Electronic Monitoring | | | |
| 0016E, 1016E, 2016E | Passive GPS Monitoring | | | |
| 0016F, 1016F, 2016F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – New York | Base Year (0017) 09/25/07-09/24/08 | Option Year 1 (1017) 09/25/08-09/24/09 | Option Year 2 (2017) 09/25/09-09/24/10 |
|---------------------|-------------------------------------|--|--|--|
| 0017A, 1017A, 2017A | ESR Case Management & Supervision | | | |
| 0017B, 1017B, 2017B | Telephonic Reporting | | | |
| 0017C, 1017C, 2017C | Radio Frequency | | | |
| 0017D, 1017D, 2017D | Cellular Electronic Monitoring | | | |
| 0017E, 1017E, 2017E | Passive GPS Monitoring | | | |
| 0017F, 1017F, 2017F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Orlando | Base Year (0018) 09/25/07-09/24/08 | Option Year 1 (1018) 09/25/08-09/24/09 | Option Year 2 (2018) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0018A, 1018A, 2018A | ESR Case Management & Supervision | | | |
| 0018B, 1018B, 2018B | Telephonic Reporting | | | |
| 0018C, 1018C, 2018C | Radio Frequency | | | |
| 0018D, 1018D, 2018D | Cellular Electronic Monitoring | | | |
| 0018E, 1018E, 2018E | Passive GPS Monitoring | | | |
| 0018F, 1018F, 2018F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Philadelphia | Base Year (0019) 09/25/07-09/24/08 | Option Year 1 (1019) 09/25/08-09/24/09 | Option Year 2 (2019) 09/25/09-09/24/10 |
|---------------------|---|--|--|--|
| 0019A, 1019A, 2019A | ESR Case Management & Supervision | | | |
| 0019B, 1019B, 2019B | Telephonic Reporting | | | |
| 0019C, 1019C, 2019C | Radio Frequency | | | |
| 0019D, 1019D, 2019D | Cellular Electronic Monitoring | | | |
| 0019E, 1019E, 2019E | Passive GPS Monitoring | | | |
| 0019F, 1019F, 2019F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Phoenix | Base Year (0020) 09/25/07-09/24/08 | Option Year 1 (1020) 09/25/08-09/24/09 | Option Year 2 (2020) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0020A, 1020A, 2020A | ESR Case Management & Supervision | | | |
| 0020B, 1020B, 2020B | Telephonic Reporting | | | |
| 0020C, 1020C, 2020C | Radio Frequency | | | |
| 0020D, 1020D, 2020D | Cellular Electronic Monitoring | | | |
| 0020E, 1020E, 2020E | Passive GPS Monitoring | | | |
| 0020F, 1020F, 2020F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – San Paul | Base Year (0021) 09/25/07-09/24/08 | Option Year 1 (1021) 09/25/08-09/24/09 | Option Year 2 (2021) 09/25/09-09/24/10 |
|---------------------|-------------------------------------|--|--|--|
| 0021A, 1021A, 2021A | ESR Case Management & Supervision | | | |
| 0021B, 1021B, 2021B | Telephonic Reporting | | | |
| 0021C, 1021C, 2021C | Radio Frequency | | | |
| 0021D, 1021D, 2021D | Cellular Electronic Monitoring | | | |
| 0021E, 1021E, 2021E | Passive GPS Monitoring | | | |
| 0021F, 1021F, 2021F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Salt Lake City | Base Year (0022) 09/25/07-09/24/08 | Option Year 1 (1022) 09/25/08-09/24/09 | Option Year 2 (2022) 09/25/09-09/24/10 |
|---------------------|---|--|--|--|
| 0022A, 1022A, 2022A | ESR Case Management & Supervision | | | |
| 0022B, 1022B, 2022B | Telephonic Reporting | | | |
| 0022C, 1022C, 2022C | Radio Frequency | | | |
| 0022D, 1022D, 2022D | Cellular Electronic Monitoring | | | |
| 0022E, 1022E, 2022E | Passive GPS Monitoring | | | |
| 0022F, 1022F, 2022F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – San Antonio | Base Year (0023) 09/25/07-09/24/08 | Option Year 1 (1023) 09/25/08-09/24/09 | Option Year 2 (2023) 09/25/09-09/24/10 |
|---------------------|--|--|--|--|
| 0023A, 1023A, 2023A | ESR Case Management & Supervision | | | |
| 0023B, 1023B, 2023B | Telephonic Reporting | | | |
| 0023C, 1023C, 2023C | Radio Frequency | | | |
| 0023D, 1023D, 2023D | Cellular Electronic Monitoring | | | |
| 0023E, 1023E, 2023E | Passive GPS Monitoring | | | |
| 0023F, 1023F, 2023F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – San Diego | Base Year (0024) 09/25/07-09/24/08 | Option Year 1 (1024) 09/25/08-09/24/09 | Option Year 2 (2024) 09/25/09-09/24/10 |
|---------------------|--------------------------------------|--|--|--|
| 0024A, 1024A, 2024A | ESR Case Management & Supervision | | | |
| 0024B, 1024B, 2024B | Telephonic Reporting | | | |
| 0024C, 1024C, 2024C | Radio Frequency | | | |
| 0024D, 1024D, 2024D | Cellular Electronic Monitoring | | b4 | |
| 0024E, 1024E, 2024E | Passive GPS Monitoring | | | |
| 0024F, 1024F, 2024F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – San Francisco | Base Year (0025) 09/25/07-09/24/08 | Option Year 1 (1025) 09/25/08-09/24/09 | Option Year 2 (2025) 09/25/09-09/24/10 |
|---------------------|--|--|--|--|
| 0025A, 1025A, 2025A | ESR Case Management & Supervision | | | |
| 0025B, 1025B, 2025B | Telephonic Reporting | | | |
| 0025C, 1025C, 2025C | Radio Frequency | | | |
| 0025D, 1025D, 2025D | Cellular Electronic Monitoring | | b4 | |
| 0025E, 1025E, 2025E | Passive GPS Monitoring | | | |
| 0025F, 1025F, 2025F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Seattle | Base Year (0026) 09/25/07-09/24/08 | Option Year 1 (1026) 09/25/08-09/24/09 | Option Year 2 (2026) 09/25/09-09/24/10 |
|---------------------|------------------------------------|--|--|--|
| 0026A, 1026A, 2026A | ESR Case Management & Supervision | | | |
| 0026B, 1026B, 2026B | Telephonic Reporting | | | |
| 0026C, 1026C, 2026C | Radio Frequency | | | |
| 0026D, 1026D, 2026D | Cellular Electronic Monitoring | | b4 | |
| 0026E, 1026E, 2026E | Passive GPS Monitoring | | | |
| 0026F, 1026F, 2026F | Active GPS Monitoring | | | |

| Line Item Number | ESR Supervision Services – Washington, DC (Fairfax VA) | Base Year (0027) 09/25/07-09/24/08 | Option Year 1 (1027) 09/25/08-09/24/09 | Option Year 2 (2027) 09/25/09-09/24/10 |
|---------------------|--|--|--|--|
| 0027A, 1027A, 2027A | ESR Case Management & Supervision | | | |
| 0027B, 1027B, 2027B | Telephonic Reporting | | | |
| 0027C, 1027C, 2027C | Radio Frequency | | | |
| 0027D, 1027D, 2027D | Cellular Electronic Monitoring | | b4 | |
| 0027E, 1027E, 2027E | Passive GPS Monitoring | | | |
| 0027F, 1027F, 2027F | Active GPS Monitoring | | | |

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STATEMENT OF WORK
ENHANCED SUPERVISION/REPORTING PROGRAM

C.1 INTRODUCTION

C.1.1 Background

The Department of Homeland Security (DHS), US Immigration and Customs Enforcement (ICE), Office of Detention & Removal Operations (DRO) manages administrative proceedings to determine if non-US citizens (hereinafter called aliens and/or Participants) may enter or remain in the United States. During these removal proceedings, aliens are released from or are not detained in ICE custody for various reasons. For aliens not in custody ICE has operated the Electronic Monitoring Program (EMP). The Enhanced Supervision/Reporting (ESR) is specifically for adult non-US citizens that may otherwise be held in a secure facility. The full services of the ESR contract will be deployed initially to the 24 DRO Field Offices and three sub-offices (Orlando, FL, Hartford, CT, and Charlotte, NC). The vendor awarded the ESR contract will support the remaining sub-offices by providing electronic monitoring (EM) services only. The locations to receive full-service ESR are listed in detail in Appendix 1 of this Statement of Work (SOW). The technical and programmatic details of this requirement are defined within this SOW.

C.1.2 Objective

The purpose of this contract is for implementing and performing Enhanced Supervision/Reporting (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody.

The primary goal of this contract is to provide structured and closely supervised electronic monitoring, residence verification, home visits, in-person reporting and travel document information collection with an emphasis on increased compliance with Immigration Court requirements.

C.1.3 Definitions

See Appendix 2 – Terms and Definitions for terms and definitions related to the performance of this contract.

The terms local COTR, DRO officer and ICE case officer/agent are used interchangeably in this SOW.

C.2 Scope of Work

The Contractor shall implement and perform the Enhanced Supervision/Reporting Program (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody. The full service ESR Program is to be performed initially within 50 miles of twenty-four Detention & Removal Operations (DRO) Field Offices and three Sub-offices, all geographically separate and mostly in major metropolitan environments throughout the United States (see Appendix 1). In addition, the Contractor shall provide ESR EM-only services to all other sub-offices in the areas of responsibility. The level of participants is to initially be equal to or greater than the level the current ICE/DRO Electronic Monitoring Program in each service location. The ICE Headquarters COTR will thereafter manage ESR Participant levels in each service location. ESR Participants will be any non-US citizen who is released (or who was not detained) by DHS while they go through removal proceedings. The organization, design and administration of the Program shall comply with all applicable federal, state and local licensing provisions, as well as DHS/ICE requirements as put forth in this document. The Contractor shall provide management oversight for the implementation and operations set forth in this Statement of Work (SOW). The Contractor shall not refuse to accept any ESR Participant presented by ICE. The Contractor shall provide overall Program Management and administrative services defined in this SOW.

C.2.1. Contract Operations

C.2.1.1. Operation Plan

The Contractor shall prepare and submit an operational plan to include policies and procedures to the Contracting Officer (CO) for review and approval prior to implementation. The Contractor shall not implement any changes to the plan without prior written approval of the Contracting Officer (CO). The components of the comprehensive Operational Plan shall include, at a minimum:

- Communications
- Transition
- Case Management
- ESR Participant Conduct and Discipline
- ESR Participant Rights
- Translation
- Physical Security
- Quality Control
- Staffing
- Training
- Record Retention
- Reporting
- Facilities

C.2.1.1. a. Communications

The Contractor shall address both internal and external communication processes and procedures addressing all areas of the Statement of Work to include media inquiries. Internal communication processes should clearly define an escalation chain of command. Escalation procedures to the government must also be defined.

The Contractor shall refer, and immediately notify the Contracting Officer of, all media inquiries. The contractor shall not provide information to the media regarding any aspect of this contract without prior written approval from the CO. All communication of this nature is reserved solely and uniquely to ICE.

The Contractor shall maintain a tracking system to record all non-DHS inquiries pertaining to ESR or ESR Participants.

C.2.1.1.b. Transition

The Contractor shall provide policy and procedures for a one-time transition from the Electronic Monitoring Program (EMP) to ESR. The transition shall not cause loss of service to the field at any time. The transition involves the intake up to the population levels currently in the EMP listed in Appendix 1. EMP participants located within full service areas will initially transfer to full service ESR. EMP participants in sub-office areas, with the exception of Charlotte, Hartford and Orlando will transfer as EM only.

C.2.1.1.c. Case Management

Full Service Case Management

The Contractor shall establish and maintain a case management system for supervising, monitoring, updating and documenting full service ESR Participant's involvement from intake until termination in the ESR Program to include:

- Intake
- Termination
- Individual Supervision Factors (ISF)
- Electronic Monitoring
- Residence Verification
- In person office visits
- Unannounced home visits
- Travel Documents

Intake

The Contractor shall have the ability to perform intake/release at Contractor owned or leased facilities or any other location designated by the government. The contractor shall also have the ability to perform intake/release on a contingent or emergency basis.

The Contractor, upon placement of an ESR participant, shall verify all official documents accompanying the participant are complete and accurate to precisely identify the ESR Participant. ICE will provide the Contractor with appropriate available ESR Participant documentation. ICE will maintain the original documents.

During intake the Contractor shall collect information based on individual circumstances for each full service ESR Participant. The information collected will be known as the Individual Supervision Factors (ISF). ISF information shall be provided to the local DRO Officer including updates as they occur.

Intake procedures shall include the installation and instructions of the type of EM equipment as directed by the DRO officer.

The Contractor shall provide a comprehensive orientation for every ESR Participant in a language they understand. The orientation shall include an overview of the ESR Program, rules, regulations, procedures, consequences for ESR Program violations, the Immigration Court process (if applicable), an explanation of their Supervision Plan, and the process of progression between different methods of monitoring.

In addition, the Orientation procedures shall include the following:

- Method of documenting the orientation.
- Distribution of a written handbook of orientation information in a language the participant understands.

Distribution of a current Executive Office for Immigration Review (EOIR) produced list of pro-bono legal service providers and a schedule of ICE-coordinated legal service presentations (if applicable).

Termination

All participant terminations from the ESR program will be at the discretion of the local DRO case officer.

The Contractor will document the terminations with classification of release codes provided by ICE.

Supervision of ESR Participants

The type and frequency of supervision for full service ESR participants shall be based on DRO direction. The Contractor shall develop a plan that balances individual contacts and visits to effectively accomplish the desired intensity as directed by DRO throughout ESR Program participation. The Contractor shall include a daily schedule designed to provide supervision and accountability for full service ESR participants.

The Contractor shall provide suitable conveyances for Supervision Specialists to perform residence verification and unannounced home visits. At no time shall the Contractor transport an ESR participant in a vehicle.

The Contractor shall document and maintain current Individual Supervision Factors (ISF) for each full service ESR Participant's based on individual circumstances, taking into account the following:

- Current immigration status
- Residence – permanent or temporary (address verified)
- Employment
- Health issues
- Childcare situation, if applicable
- Criminal history
- Potential media interest
- Method of release from DHS custody
- Financial situations, any possible effect on any of the above
- In-person Reporting
- Travel Documentation
- Immigration Court Schedule
- Other factors as determined by the local COTR

The Contractor shall provide each ESR Participant's Individual Supervision Factors information to the DRO case officer including changes in circumstances in the case.

The Contractor may request assistance from the DRO case officer in formulating or updating the supervision schedule for full service ESR Participants.

Supervision Records for full service participants shall include at a minimum:

- Name and Alien Registration Number (A-number)
- Intake Forms
- ICE Case Information from the referral source
- Individual Supervision Factors (ISF)
- Medical Consent Form (as necessary)
- Medical/dental records – if applicable (must be maintained separately)
- Case Notes
- Progress Reports
- Signed ESR Program Rules and disciplinary policies.
- Copies of disciplinary actions
- Documents required by State and local authorities

Electronic Monitoring

The Contractor shall provide detailed policies and procedures for providing, owning, warehousing, installing, 24/7 monitoring and recovering all EM equipment for all ESR Participants as specified in Appendix 3 – Detailed Specifications for Electronic Monitoring Technology.

The contractor shall establish event notification policies and procedures.

The Contractor shall have immediate availability of EM equipment to meet government requirements as needed to include spares and support of special operations.

The Contractor shall disclose to the CO any third party relationship that is instrumental to acquisition, training, operation, and control or otherwise has an impact on the function of the EM services required under this contract.

Residence Verification

Residence verification is required for each full service ESR Participant.

During participant's intake, residence information to include address and cohabitant(s) will be obtained during the basic interview and fact-finding conversation (oral interview). Verification and documentation of that information may be obtained from but not limited to Internet sites, Postal service sites and map/direction sites.

The Contractor must verify and document any change of address of the participant within five (5) days of occurrence.

In-Person Office Visits

The Supervision Specialist shall be required to schedule the full service ESR Participant for in-person office visits. These visits will be held at the office of the Contractor. The length of the visit shall be determined by the Supervision Specialist to gather relevant information, Executive Office for Immigration Review (EOIR) information and inspect EM equipment.

At the direction of the local COTR, the frequency of in-person office visits shall range from no less once every two months to no more than two (2) times monthly. The local COTR can increase or decrease the number of visits at any time.

Executive Office for Immigration Review (EOIR) appointment date reminders shall be issued to the ESR Participant in the form of a business-size card.

Unannounced Home Visits

The Supervision Specialist shall perform unannounced home visits based upon the schedule and habits of the full service ESR Participant. The Supervision Specialist, or another Supervision Specialist within the local Contractor's office, shall personally conduct these visits at the ESR Participant's residence. Pertinent biographical updates shall be gained from these visits and noted in case notes. Electronic monitoring equipment shall be inspected.

At the direction of the local COTR, the frequency shall range from two (2) times per month, one time per month to once every two (2) months. This range can be increased or decreased at any time by the local COTR.

Travel Documents

The Supervision Specialist will be required to assist full service ESR Participants in acquiring travel documents from their native countries. The local DRO case officer will coordinate with the Supervision Specialist when information or an application for a travel document is required from the ESR Participant. The DRO case officer will determine the time schedule for submission of documentation.

The Contractor shall obtain any necessary photos and/or fingerprints for travel documentation for full service ESR participants. The Contractor shall obtain proof from the participant that the participant has had contact with their consular/embassy. Assistance may be provided to the participant in filling out Consulate-required applications.

The Supervision Specialist shall personally provide all documentation to the ESR Participant's DRO Officer/Agent/COTR.

The Contractor shall maintain a log of travel document information for each ESR Participant including type of information/application, dates and times of completion and dates/times of providing them to ICE.

C.2.1.1.d. ESR Participant Conduct

The Contractor shall provide full service ESR Participants with rules of conduct and disciplinary standards at orientation. The Contractor's role in discipline for participants is counseling and creating documentation to acquire DRO case officer direction and action. Prior to any actions taken, the contractor must have prior written concurrence and specific direction from the DRO case officer.

C.2.1.1.e. ESR Participant Rights

The Contractor shall establish policies and procedures to provide ESR Participants freedom from discrimination based on race, religion, national origin, sex, handicap, political beliefs or immigration status. All ESR Participants will be treated with care, dignity, and respect. Full service ESR Participants will be allowed privacy when using the phone or meeting with legal counsel at the Contractor's Office. The Contractor shall ensure ESR Participant civil rights are not violated.

C.2.1.1.f. Translation

The Contractor shall have bilingual staff (preferred method) or provide professional translators to communicate with ESR Participants who do not comprehend English. The Contractor may use commercial phone language interpretive services that are approved by the DHS CO/COTR.

C.2.1.1.g. Physical Security

The Contractor shall establish policies and procedures to secure daily operations, security vulnerabilities, contingencies, emergencies and mitigation plans. Employee Safety must be addressed for the office and field environments. The Contractor shall maintain a log of Supervision Specialist daily activities and appointments pertaining to ESR cases including: name, affiliation, date, time and other appropriate information effecting ESR Participants.

The Contractor shall ensure that all ESR Program Participant case files and ICE information that specifically identifies an individual ESR Participant is kept in lockable cabinets and maintained in a secure area. Cabinets shall be locked at the close of business each day.

The Contractor shall ensure that co-located, blended, shared or otherwise co-mingled Contractor-owned/leased Office(s) do not allow Contractor employees not cleared to work on this contract access to ESR Program records, resources and systems.

C.2.1.1.h. Quality Control

The Contractor shall establish and maintain a Quality Control Program. The Contractor shall document the processes and procedures of their QCP. The QCP shall assure that the requirements of the contract are satisfactorily being performed. At a minimum, the QCP shall include the following:

- Information for reviewing and updating all policies, plans and procedures in the SOW.
- Information on the Contractor's inspection plan for covering all the services stated in this SOW. Internal inspections or audits shall be performed monthly or more frequently as directed by the CO to include contract compliance documentation.
- Methods of identifying deficiencies in the quality of services before the level of performance becomes unacceptable and the corrective actions needed to be taken; procedures for notifying the CO or designee when deficiencies are encountered; and description of proposed sampling techniques.

All requirements for the SOW are subject to random audits by the government to determine Contract compliance and performance. The government reserves the right to conduct announced and unannounced inspections of the contractor facilities and records at any time and by any method to assess contract compliance.

C.2.1.1.i. Staffing

The Contractor shall supply the COTR and the DHS Security Office with a monthly list of all employees working on the contract.

The Contractor shall not assign or permit any employee to work under this contract more than a total of twelve hours of any 24-hour period. All employees shall have a continuous eight-hour rest period within each 24-hour period.

The Contractor shall create, monitor, and maintain policy and procedures for Staffing to include, but not limited to, the following:

Conditions for Employment

All Contractor personnel who are assigned to work on the ESR Program shall possess a Suitability Determination required by ICE policy and procedures for employment prior to any employee performing duties under this award. The Contractor shall receive written approval from the HQ COTR, for each employee prior to assignment to perform duties of this contract.

Prior to the granting of a favorable entry on duty (EOD) decision, the contractor shall submit the results of a drug screening on the applicant, to the COTR. Drug screening shall be ordered and accomplished at contractor's expense. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after

receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). The Contractor shall ensure that all federal, state and local legal procedures are followed, whether or not included in these procedures, with regard to the specimen. Contractor shall ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by Contracting Officer at any time. The contractor shall have a random drug-screening program, and the results of each screening shall be provided to Contracting Officer via the COTR immediately. Contracting Officer shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with all security requirements under this contract. 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 shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of 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.

Program Staff Positions

A reasonable attempt shall be made by the Contractor to establish ESR Program staffing that reflects demographics of the ESR Participant population.

The Contractor shall submit an Organizational Chart that defines clear lines of authority. The Contractor shall provide Staffing Levels for approval prior to implementation. The Contractor shall establish, at a minimum, the following ESR Program staff positions:

ESR Program Director

The ESR Program Director is the individual who is responsible and accountable for the Contractor administration of the ESR Program. This person functions as the single point of contact for Contracting Officer and Headquarters COTR.

Office Manager

The Office Manager is responsible for ESR Supervision Specialist activities, office efforts in supervising participants, communicating with the local ICE/DRO staff/management and the contractor's location. The Office Manager, or acting designee with authority to act for the Office Manager, shall be accessible to DHS by 24-hours-a-day 7-days-a-week.

Supervision Specialists

Supervision Specialists staff numbers shall be sufficient in each service location to accomplish the Statement of Work defined herein, up to the total capacity of ESR Participants defined by the ICE Headquarters COTR. The ratio of Supervision Specialists to full service ESR Participants shall be maintained at all times unless otherwise authorized by the HQ COTR. Supervision Specialists Responsibilities include:

- Overall supervision of participants in the program
- Collecting ESR Participant Individual Supervision Factors
- Production of a participant supervision plan
- Providing program orientation
- Conducting in-person office visits
- Residence verification
- Unannounced home visits

Office Staff

Office staff responsibilities include but are not limited to:

- Processing participant intake
- Routine supervision documentation
- Providing all documentation to the Supervision Specialist
- Processing terminations from program
- Overall administrative support to the program

Key Personnel

The ESR Program Director is considered key personnel. The Contractor shall obtain prior written concurrence for the Contracting Officer for appointment and replacement of key personnel.

Staff Education, Experience, Licensure and other Miscellaneous Requirements

Office Manager

Shall possess at a minimum, a Bachelor's Degree in an appropriate discipline from an accredited university as a minimum. The Office Manager shall have documented supervision experience sufficient to communicate, direct, counsel and evaluate subordinate staff, and appropriate for a typical and commensurate community program like objectives (licensing and/or certification preferred but not required).

Supervision Specialist

Shall possess at a minimum, an Associate's Degree in an appropriate discipline from an accredited university. The Supervision Specialist shall have documented two (2) years of relevant and increasing experience in a field related to law, social work, detention, corrections or similar occupational area (licensing and/or certification preferred but not required). He/She shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

Office Staff

Shall possess at a minimum, a High School Diploma/GED certificate. Office staff shall have documented two (2) years of relevant and increasing experience and similar position work. They shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

In addition, employees must have the ability to greet and deal tactfully with the public, effectively communicate with others, interpret, and articulate rules, orders, instructions and materials, and ability to compose reports that contain the information as required, demonstrate sound judgment, and even temperament, maintain self-control during situations that involve mental stress, and withstand the accompanying excitement of interpersonal confrontations, and emergencies.

The Contractor shall certify that employees possess all required state licenses for their position, and develop a system of monitoring and maintaining currency of those licenses.

Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for their employee's performance or the quality of their services.

The Contractor shall provide all employees with a copy of the program's Standards of Conduct. Employees shall certify in writing that they have read and understand these rules. A record of that certification shall be provided to the HQ COTR prior to starting work under this contract.

In addition the following shall be adhered to:

- Contractor staff shall not display favoritism or preferential treatment to one ESR Participant or group of ESR Participants, over another.
- No Contractor employee shall enter a personal relationship with ESR Participants outside the scope of the goals of the program.
- Staff shall be prohibited from accepting for themselves or any member of their family, any personal gift, favor, or service, from ESR Participants or from the ESR Participant's family or close associate, no matter how trivial the gift or service may seem. All staff shall be required to immediately report any such offers to the program director. Contractor staff shall not give any gift, favors, or service to ESR Participants, their family, or close associates.
- Contractor employees shall not enter any business relationship with ESR Participants or their families (e.g. selling, buying, trading personal property, etc.)
- Program staff shall not have any outside or social contact (other than incidental contact) with any ESR Participant, family, extended family/relatives, or close associates.
- Contractor shall immediately report violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR and to appropriate law enforcement agencies for criminal violations.
- Violations may result in employee dismissal by the Contractor or at the discretion of the Contracting Officer.
- Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against the offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.
- Program staff shall be prohibited from providing legal advice to ESR Participants and from interfering with a ESR Participant's immigration status arrangements or the execution of final immigration court removal orders. Failure to comply with this could result in the termination of the contract and/or possible criminal charges against the employee.

Removal from Duty

The Contractor shall immediately notify the HQ COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason. The Contractor shall immediately notify the Headquarters COTR upon learning of adverse or disqualifying information, or criminal conduct on any employee. The contractor shall immediately remove the employee from performing duties under this contract, or any other DHS contract, informs the Contracting Officer and comply with further DHS guidance. Disqualifying information may include, but is not limited to:

- Arrest or conviction of a crime (felony or misdemeanor offenses);
- A record of arrests for traffic offenses (esp. DUI)
- Falsification of information entered on suitability forms.

The Contractor shall immediately remove from assignment on this contract or any other DHS contract any employee(s) who has/have been disqualified for security reasons or after being deemed unfit to perform their duties, including but not limited to criminal conduct. Upon determination of being unfit for duty the Contractor shall immediately notify the HQ COTR of removal of employee. That determination includes but is not limited to:

- Neglect of duty, failure to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Theft, vandalism, immoral conduct, or any other criminal actions
- Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances.
- Unethical or improper use of official authority or credentials
- Violations of security procedures or regulations
- Possession of alcohol or illegal substances while performing services under this contract.
- Undue fraternization with ESR Participants
- Poor performance involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in or contributing to, a ESR Participant being absent without permission, failing to appear, or not responding to contact.
- Failure to maintain or fulfill training requirements.

Employee Identification

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on ICE contracts not as ICE/DRO employees. All program staff shall carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:

- A photograph of the employee that shows a maximum the head and shoulders and is at least one inch square. The photograph shall be no more than one-year-old at the time the credential is issued.
- Employee Name
- Company Name

Job Related Injuries

The Contractor shall report all job related injuries to the Headquarters COTR. The Contractor shall document sufficient details to establish what occurred, and the circumstances or duties directly related to the ESR Program that lead to the employee being injured.

C.2.1.1.j. Training

ESR Staff Training

The contractor shall establish and maintain a training program that includes course descriptions, lesson plans, materials, and instructors. All instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the CO.

A required Program Orientation for all ESR employees shall be completed within 14 days of employment and prior to being assigned duties.

Under no circumstances shall any contractor employee perform duties under this contract until all initial training is successfully completed and certified by the contractor in writing to the COTR for each individual employee. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. The COTR must provide written approval prior to any employee being assigned to perform and duties under this contract.

Mandatory minimum training for employees who have contact with participants:

- Human Relations (1 hr) *
- Note Taking and Report Writing (1 hr) *
- Roles of Local, State, and Federal Law Enforcement Agencies (1 hr) *
- Cultural and Ethnic Sensitivity (2 hrs) *
- Constitutional Law (1 hr)
- Ethics and Authority (2 hrs)
- Self Defense (8 hrs)
- Handling Disorderly Conduct, Civil Disturbances, and Other Incidents (3 hrs)
- Courtroom Demeanor (1 hr)
- DHS ICE Overview (provided by DHS CO/COTR) (1 hr)

Mandatory courses for managerial personnel, in addition to above, shall include a minimum of 24 hours of general management training during each year of their employment in the following areas:

- Communications *
- Solving Performance Problems *
- Counseling Employees *
- Leadership Skills (emphasizing styles, motivation and career development) *
- Scheduling *
- EEO Practices *

* Courses annotated with an asterisk require annual refresher training each year of employment.

The contractor shall provide monthly documentation of the course and date completed for each employee.

DRO Staff Training

The Contractor shall provide training to DRO staff on the ESR Program to include EM technology and the Internet based monitoring system. Access to the Internet based monitoring system shall be provided to DRO Officers upon request from the HQ COTR.

C.2.1.1.k. ESR Record Retention

The contractor shall establish a plan to produce, secure, and preserve written plans, policies and procedures, logs and records required to operate and document the operational and personnel aspects of the contract. The contractor shall not destroy or alter with intent to deceive any logs or records pertaining to this contract. All records are subject to inspection and review by DHS at any time during the term of the contract or thereafter. At the completion of this contract, the contractor shall turn over all logs and records as directed by the CO.

C.2.1.1.l. Reporting

Incident Reports

Upon discovery, the contractor shall immediately verbally notify the local COTR, and then follow up with a written report to the local COTR and HQ COTR within 24 hours when any of the following apply to a participant:

- Any unauthorized absence (missed office visit, missed unannounced home visit)
- Contact or threat by individuals believed to represent alien smuggling or organized crime
- Pregnancy or childbirth
- Serious injury, serious illness, or hospitalization
- Suicide or attempted suicide
- Death
- Police contact, including arrest and/or incarceration
- Commission of a major program offense
- Any abuse or neglect incident
- Unauthorized correspondence and/or contact

Written reports shall provide a minimum of the following information:

- Name of ESR participant
- Alien registration number
- Physical description
- Date of occurrence
- Time of occurrence
- Incident
- Contact made to local COTR and feedback/direction
- Any known calls or contacts made by ESR participant prior to incident
- Name, address, and phone numbers of personal contacts
- Information regarding unusual behavior
- Any reason to believe the incident was involuntary
- Other law enforcement agents notified and point(s) of contact
- Current participant status
- Further action required, if applicable

Monthly Reports

Monthly Program Progress reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, EM technology levels, and significant events from each ESR office. The Contractor shall provide a summary of these reports to the CO via the HQ COTR.

Annual Report

At the conclusion of each period of performance the Contractor shall prepare an annual report. Information for the annual reports shall address, at a minimum:

- Program expectations compared to actual function in the previous twelve (12) months.
- Significant events
- Performance Measures such as Percentage of Appearances by ESR participants – Home visits, office reporting, Immigration Court; compliance of EM-only participants with monitoring requirements; Participants terminated from the program; absences without permission; media issues; necessary Administrative changes and Fiscal issues.
- Recommendations for Program Improvement

Ad Hoc Reports

The Contractor shall submit Ad Hoc reports to include but not limited to compliance data when requested by the government.

C.2.1.1.m. Facilities

The Contractor shall establish and maintain a Facility Plan that includes a detailed description of the office space and community integration. The Contractor shall provide office space adequate for all personnel, vehicles, and equipment needed in the performance of this contract. Contractor is responsible for all applicable Federal, State and local licensing requirements for zoning, building, fire, occupational health, safety and occupancy. The contractor will be responsible for utilities, maintenance, janitorial service, upkeep, and repair of office space acquired for the ESR Program.

The Contractor's ESR offices shall be within 50 miles of the ICE DRO offices.

The Contractor shall prepare an evacuation and alternate staging plan for use in the event of fire, major emergency or should the facility become unfit for its intended use. The Contractor shall review the plan annually, update as necessary, and reissue.

**Appendix 1 - Field Offices/Sub-Offices Receiving Full Service ESR
Base Year**

| FIELD OFFICE/SUB-OFFICES Receiving Full Service | AREA OF RESPONSIBILITY (AOR) | ELECTRONIC MONITORING (EM) LEVELS |
|--|--|--|
| Atlanta, GA | GA | 225 |
| Baltimore, MD | MD | 100 |
| Boston, MA | MA, NH, RI | 225 |
| Buffalo, NY | Upstate NY | 100 |
| Chicago, IL | IL, IN, KS, KY, MO, WI | 525 |
| Dallas, TX | North TX, OK | 625 |
| Denver, CO | CO, WY | 100 |
| Detroit, MI | MI, OH | 100 |
| El Paso, TX | Southwest TX, NM | 100 |
| Houston, TX | Southeast TX | 100 |
| Los Angeles, CA | Central CA | 500 |
| Miami, FL | FL, Puerto Rico, U.S. VI | 1,275 |
| Newark, NJ | NJ | 250 |
| New Orleans, LA | AL, AR, LA, MS, TN | 175 |
| New York, NY | The counties of Westchester, Putnam, Dutchess, Ulster, Rockland, Nassau, Suffolk and the five (5) boroughs | 100 |
| Philadelphia, PA | DE, PA, WV | 175 |
| Phoenix, AZ | AZ | 100 |
| Salt Lake City, UT | UT, ID, MT, NV | 125 |
| San Antonio, TX | Central South TX | 100 |
| San Diego, CA | Southern CA | 125 |
| San Francisco, CA | Northern CA, HI, Guam | 625 |
| Seattle, WA | AK, OR, WA | 450 |
| St. Paul, MN | IA, MN, NE, ND, SD | 275 |
| Washington (Fairfax, VA) | DC, VA | 150 |
| Sub-Offices | | |
| Charlotte, NC | NC, SC | 125 |
| Hartford, CT | CT, VT, ME | 125 |
| Orlando, FL | The counties of Orange, Seminole, Volusia, Osceola, Brevard, Indian River, Lake, Marion and parts of Polk | 125 |

Total Base Year 7000 Participants

Appendix 2 - Terms and Definitions

The following terms and definitions are provided for background information of Contractor employees. Where a difference exists between these definitions and terms and Federal law, contracts or policy those laws, contracts and policies shall prevail.

Absconder

For ICE/DRO purposes, one who does not attend their removal hearing at the Immigration Court or who otherwise fails to appear for ICE appointments. See also Fugitive.

Admission

For DHS purposes, the lawful entry of a non-US citizen into the United States after inspection and authorization by an Immigration Officer.

Aggravated Felon

A non-US citizen who has committed an aggravated felony.

Aggravated Felony

An aggravated felony is defined in Section 8 USC § 1101(a)(43)(M) of the Immigration and Nationality Act. The definition covers a wide range of certain crimes such as: crimes of violence, sexually based offenses, illicit trafficking/possession of controlled substances, firearms or explosives; theft/robbery, child pornography, prostitution, passport offenses, counterfeiting/fraud/money laundering and various others. Aggravated felonies apply regardless of the time of conviction, whether they violated Federal or State law and apply to convictions in foreign countries when the sentence was completed within 15 years.

Area of Responsibility (AOR)

The geographical area associated with each Field Office or sub-office, and the corresponding area of coverage the Contractor provides at each service location.

Asylum

Protection from return to a country where the applicant was persecuted based on race, religion, nationality, and/or membership in a particular social group or political opinion. Asylum can be granted by the CIS Asylum Directorate, or by an Immigration Judge during removal proceedings.

Board of Immigration Appeals (BIA)

The appellate level of EOIR's removal hearing process. The component from which DHS receives final agency determination of an individual's removal proceedings appeal.

US Citizenship and Immigrations Services (CIS)

The component in DHS that is responsible for accepting, processing and deciding applications for visa eligibility and asylum, the naturalization of qualified Legal Permanent Residents, determining the citizenship of applicants claiming US citizenship and granting work authorization to qualified aliens.

US Circuit Court of Appeals

Hears appeals from the District Courts located within its circuit, as well as appeals from decisions of federal administrative agencies and specialized cases.

US Customs and Border Protection (CBP)

The component in DHS that is responsible for securing the United States Border, conducting Immigration and Customs operations in US air, land and seaports as well as the United States Border Patrol.

US District Court

The trial courts of the federal court system. Within limits set by Congress and the Constitution, the district courts have jurisdiction to hear nearly all categories of federal cases, including both civil and criminal matters.

Cancellation of Removal

A benefit granted by EOIR to qualified non-US citizens in removal proceedings. Results in the granting or retaining of Legal Permanent Resident status for that individual.

Contracting Officer (CO)

The designated DHS employee responsible for managing the contracting process and administration of the award. The federal government official that is authorized to approve or issue changes to the contract on behalf of the cognizant federal agency. Approval authority for Contract plans, policy and procedures.

Contracting Officer's Technical Representative (COTR)

The designated ICE employee responsible for monitoring day-to-day activities and technical aspects of the contract. COTRs can be responsible for a given service location at both the DRO Field Office and/or DRO Headquarters level.

Contractor

The entity that provides services described in this Statement of Work (SOW).

Conviction

For ICE purposes a formal adjudication of guilt entered by a court; or where a judge or jury has found the alien guilty, or the alien has entered a plea of guilty/no lo contendere or has admitted sufficient facts to warrant a finding of guilt.

DHS

Department of Homeland Security. The Executive Branch component that is responsible for the unified national effort to secure America, preventing and deterring terrorist attacks and protecting against and responding to threats and hazards to the nation, ensuring safe and secure borders, welcoming lawful immigrants and visitors, and promoting the free-flow of commerce.

Office of Detention and Removal Operations (DRO)

The component in DHS that is responsible for promoting public safety and national security by making certain through the enforcement of U.S. immigration laws that all removable aliens depart the United States.

Deportation/Removal

The physical departure from the United States of a non-US citizen at the conclusion of removal proceedings, after having been so ordered by an Immigration Judge, the Board of Immigration Appeals (BIA) or a ICE Deciding Official.

Deciding Official

A DHS employee expressly authorized by the Immigration and Nationality Act to determine certain non-US citizens' inadmissibility to or removability from the United States. A deciding Official also orders removal from the United States when inadmissibility/removability is established.

Electronic Monitoring Technology (EM)

A system using devices worn by ESR Participants or installed in Participants homes such as individual bracelets, sensors or receiving/transmitting devices which can be activated to interface with a remote system to create, monitor, catalog and exchange information and data to account for the Participant's movements and location.

Emergency

Any disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incidents.

Employment

Self, sporadic, temporary or permanent labor or occupation for compensation. Employment in the United States is authorized for non-US citizens who are Legal Permanent Residents (LPRs), or who have a valid Employment Authorization Document issued by ICE. Participation in the ESR Program does not require employment, nor authorize employment for those without proper authorization.

Enhanced Supervision/Reporting Program (ESR).

A core community-based supervision and reporting program for Participants that may otherwise be held in a secure facility, that focuses on reducing absconders from removal proceedings and improving the appearance rates of Participants at their Immigration Court hearings. The terms ESR, ESR Program and Enhanced Supervision/Reporting are used interchangeably throughout this document.

Enter on duty(EOD)

To begin employment. For the purposes of this contract this includes having a DHS suitability determination on file and having been granted written authorization by the ICE Headquarters COTR.

ESR Participant

A non-US citizen in removal proceedings being supervised in the ESR Program eighteen (18) years of age or older.

ESR Participant Records

Information concerning the individual's personal, criminal and medical history combined with behavior and activities while ESR Participants. ESR Participant Records include but are not limited to: photographs, disciplinary infractions and actions taken, Grievance Reports, Medical Records, employment history.

Executive Office for Immigration Review (EOIR)

The Executive Branch component within the US Department of Justice (DOJ) that consists of Immigration Judges within the Immigration Courts, and the Board of Immigration Appeals (BIA). EOIR conducts removal hearings for certain non-US citizens to determine if they may enter or remain in the United States. EOIR is independent of DHS components such as ICE, CBP and CIS. Commonly referred to as the "Immigration Court" or the BIA depending on the stage of the removal hearing process a Participant is in.

Expedited Removal (ER)

A form of deportation where applicants for admission at the United States border are ordered removed by a Deciding Official without a hearing after having committed fraud, falsely claimed United States citizenship or arrived without an Immigrant Visa. Aliens with an ER may still apply for asylum.

Facility

Offices and office space or other accommodation the Contractor chooses for employees while performing this contract.

Field Office

An ICE/DRO office located in a major metropolitan area.

Fugitive

An ICE fugitive is defined as an alien who has failed to depart the United States pursuant to a final order of removal, deportation or exclusion; or who has failed to report to a Detention and Removal Officer after receiving notice to do so.

Grievance

A written complaint filed by an ESR Participant concerning personal health/welfare or the operations and services of the Program.

Habeas Corpus

The right of a citizen to obtain a writ of habeas corpus as a protection against illegal imprisonment, and the legal proceedings in which DHS must respond when challenged in US District Court.

Health and Safety Assessment

A structured observation and/or initial health screening to identify any medical issues of ESR Participants.

US Immigration and Customs Enforcement (ICE)

The Component in DHS that is responsible for protecting America and upholding public safety by identifying criminal activities and eliminating vulnerabilities that pose a threat to our nation's borders, as well as enforcing economic, transportation and infrastructure security. By protecting our national and border security, ICE seeks to eliminate the potential threat of terrorist acts against the United States. ICE is comprised of four operational divisions: Office of Detention and Removal Operations (DRO), Federal Protective Service (FPS), Office of Intelligence and Office of Investigations (OI).

Immigrant Visa

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time (usually indefinitely) as an immigrant.

Immigration and Nationality Act

The Federal law beginning at 8 USC § 1101 that contains the authority and means for DHS to enforce United States immigration law.

Immigration Court

The locations provided by Executive Office for Immigration Review (EOIR) to have removal hearings.

Immigration Judge

Executive Office for Immigration Review (EOIR) Attorney appointed by the US Department of Justice Attorney General who conducts removal proceedings independent of ICE, CIS and CBP.

Inadmissible

Ineligible to enter or re-enter the United States, or to receive a visa from the US State Department, for a period specified in 8 USC § 1182 of the INA.

Individual Supervision Factors (ISF)

Information that the Supervision Specialist has collected in regards to the ESR Participant. These factors will be used to formulate the Supervision Plan and overall case Management.

Intake

Processing an individual into the ESR Program after presentation to the Contractor by ICE.

Legal Permanent Resident (LPR)

A non-US citizen who has been granted an Immigrant Visa to apply for entry or remain in the United States indefinitely. LPRs are authorized to work in the US and must show their Resident Alien Card as evidence. LPRs have certain forms of relief from removal available due to their immigrant status.

Medical Records

Medical records may be transferred and must be kept separate of the ESR Participant's supervision record. These records include medical examinations and diagnosis by a responsible physician or nurse, standing or direct medical orders of a physician. The following information shall be transferred into the Supervision Record: date and time of all medical examinations, and notes about standing or direct medical orders of a physician.

National

A person who is a citizen of the United States, or who owes permanent allegiance to the United States.

Naturalization

To confer the rights of a national on, to admit to citizenship. In the United States the process a qualified non-US Citizen follows to become a US Citizen.

Non-Immigrant Visa

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time and a specific purpose as a non-immigrant.

Office Manager

The on-site Contractor employee in each service location that is responsible to ICE for management and administration of the ESR Program. The Office manager is available 24/7.

Performance Work Statement (PWS)

Lists the tasks, deliverables, personnel, services, functions management, equipment, supplies and performance of work that constitute technical requirements of the contract. Statement of Work (SOW) and Performance Work Statement (PWS) are used interchangeably in this document.

Policy

A written statement and method of action that guides and determines present and future decisions and actions.

Private Bill

A special act of Congress that passes a public law specifically for a particular person. For DHS purposes a Private Bill usually bestows US citizenship, and sometimes grants Legal Permanent Resident status, for non-US citizens in removal proceedings.

Random Frequency

Not planned or scheduled. Also, as requested by ICE CO/COTR.

Ranges of Supervision (ROS)

The methods of supervising ESR Participants, including electronic monitoring, residence verification, unannounced home visits, Immigration Court schedule and travel document information. A matrix of the potential combinations of these methods that result in a range of possible ESR monitoring of an ESR Participant. ESR Participants are assigned a stage in ROS by the DRO case officer, and are adjusted as needed while participating in the Program.

Refugee

A non-US citizen to whom asylum may be granted; further: who is outside of his country of nationality or last habitual residence, and is unable or unwilling to return to that country because of persecution suffered based on race, religion, nationality, and/or membership in a particular social group or political opinion.

Release

Processing an individual out of the ESR Program after direction to the Contractor by ICE.

Removal Proceedings

The method of determining whether a non-US citizen may enter or remain in the United States. Removal proceedings can involve forms of Expedited Removal, but most commonly involve an EOIR final determination.

Statement of Work (SOW)

See Performance Work Statement (PWS).

Sub-office

A smaller DRO office located within the AOR of a DRO Field Office.

Supervision

The action, process, or occupation of supervising; especially: a critical watching and directing (as of activities or a course of action). For the purposes of this contract the ESR Program provides a supervision service to ICE/DRO.

Supervision Plan

The Plan containing detailed direction and activity focus for the ESR Participant, prepared by the Supervision Specialist taking into account the Individual Supervision Factors, ESR Participant's Range of Supervision, ESR Participant's history, Orders of Supervision and ESR Program success to date.

Supervision Specialist (SS)

A Contractor employee with case management and supervision plan responsibility in accomplishing the Enhanced Supervision/Reporting Program. This employee will be the point of contact for ESR Participants for performing the physical or electronic means of accounting for the Participant, creating the Supervision Plan and execution of procedures to achieve "enhanced" supervision in the Program. These duties will include residence verification, unannounced home visits, in-person reporting at the Contractor office and ensuring that ESR Participants provide travel document information.

Training

An organized, planned and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy or training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

Termination of Proceedings

An action requested of Immigration Judges by either party to cease removal proceedings with or without a final determination on the removal charge(s). Removal proceedings can be terminated without prejudice, with the ability to re-calendar the case before the court or terminated altogether.

Translator

One who mediates between speakers of a different language, or who renders written work into another language.

Unauthorized Absence

For the purposes of this contract when an ESR Participant is not present at an in-person office visit, ICE appointment or at their residence during scheduled curfew.

United States

For ICE purposes the territorial area of the United States is the continental United States, Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands.

United States Citizen (USC)

A person born in the United States and subject to its jurisdiction, born in the United States and a member of an Indian/Aleutian/Eskimo or other aboriginal tribe; also a person born outside the United States and its outlying possession of parents whom are citizens of the US. There are several other classifications covered in 8 USC § 1401 – Nationality and Naturalization of the Immigration and Nationality Act.

Voluntary Departure (VD)

Permission to depart voluntarily and at the alien's own expense, in lieu of or prior to the completion of removal proceedings. Qualified aliens who depart voluntarily are not subject to bars of inadmissibility associated with deportation/removal from the United States.

Appendix 3 - Detailed Electronic Monitoring Technology (EM) Specifications

1. Monitoring Equipment and Service Requirements

- 1.1 The Contractor shall own, warehouse, install monitor and reclaim all of the Electronic Monitoring Technology (EM) equipment as stated in this requirements document. Upon completion of the task order, the Government shall make ESR participants available for the Contractor to recover all monitoring and transmitting equipment. The Contractor shall be solely responsible for all coordination and any and all failures and deficiencies resulting from equipment or services provided to the Government under this task order. The Contractor shall provide replacement equipment for all monitoring/transmitting units that the Government determines to be defective.
- 1.2 The Contractor shall provide an Electronic Monitoring Technology/Systems (EM) that has no more than 3% downtime (or better). The Contractor shall provide EM equipment that has a verifiable test functions in the ESR participant's residence, from a monitoring center/system or a remote site.
- 1.3 The Contractor shall use FCC certified equipment that transmits or receives communications signals. Systems or equipment without FCC certification shall be deemed technically unacceptable and the fault of the Contractor to provide services under this contract. The Contractor shall provide a copy of the FCC certification for each component of the Electronic Monitoring Technology (EM) system for approval by the Contracting Officer/Headquarters COTR.
- 1.4 Monitoring Equipment: Transmitter

The Contractor shall provide FCC certified tamper resistant transmitters that are capable of being affixed to either an ESR Participant's ankle or wrist. This device shall be evaluated on the detailed specifications as further defined.

 - 1.4.1 *Transmitter Technology*

The contractor shall provide Radio Frequency and/or GPS technology, as directed by the local ICE COTR for ESR Participants. Transmitters shall communicate to the monitoring center either through a monitoring unit or directly via cellular transmission.

1.4.2 GPS Systems Specifications

The Contractor shall provide a system that meets or exceeds the GPS specifications as defined. The Contractor shall provide a Transmitter Satellite Tracking Unit that sends and/or receives signals from GPS satellites for use with GPS transmitters as specified in this Appendix. The Contractor shall provide GPS transmitters that have either Active or Passive tracking modes.

a. GPS Transmitter Tracking Specifications

- Active mode is defined as the ability to track the ESR Participant's whereabouts in virtually real time via satellite uplink through a monitoring system.
- Passive mode is defined as the ability to track the ESR Participant's whereabouts via satellite downlink through transmission either through a monitoring unit or directly via cellular transmission to the 24/7 monitoring center

b. GPS Transmitter Active Tracking Specifications. The Contractor shall provide GPS transmitters that are able to monitor the ESR Participant's whereabouts inside Exclusion and/or Inclusion zones.

- Exclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant shall not enter.
- Inclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant is permitted to enter or shall remain within.

c. Signal Range. The transmitter's signal range shall be no greater than 200 feet under normal household conditions with a typical maximum reception range of 0-150 feet depending on the monitoring configuration. The transmitter shall emit a composite radio frequency signal at least once every 30 seconds. The signal content shall identify the ESR Participant, power status, tamper/removal status and be encrypted to discourage duplication.

d. Physical Characteristics. The transmitter shall be adjustable to fit the wrist or ankle of any size ESR Participant. The transmitter shall be capable of being affixed to the ESR Participant so that efforts to tamper with or remove the transmitter are obvious upon inspection. It shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions. The device should be comfortable and durable enough to withstand the strains of everyday wear which may consist of working, recreational activities, resting or sleeping. The transmitter shall not pose a safety hazard or unduly restrict the activities of the ESR Participant. The contractor shall provide Satellite Tracking Units that meet or exceed these same characteristics if the tracking unit is external to the GPS transmitter.

e. The transmitter shall be tamper resistant and have features that reliably detect efforts to tamper with or remove the device.

- f. The transmitter shall not require an external battery. The transmitter shall have an internal power source capable of functioning continuously for at least six (6) months. It shall transmit a signal to indicate when its internal power supply is low. The Contractor shall provide replaceable power sources for use in the transmitter when the contractor becomes aware that such replacements are necessary. The Contractor shall install replacement power sources within 24 hours.

1.5 Monitoring Equipment: Monitoring Unit

The Contractor shall provide a monitoring unit that receives radio frequency signals from an ESR Participant-worn transmitter, and transmits data on the ESR Participant's monitoring status by telephone or cellular to a central monitoring system/facility operated by the Contractor.

1.5.1 *Monitoring Unit Requirements*

The monitoring unit shall include an internal clock to time/date stamp all detected monitoring events. The unit shall have a backup operation feature, backup power source and sufficient memory to store data if communication with the monitoring center is disrupted or AC power fails. If communications with the monitoring center are disrupted, the monitoring unit shall transmit stored data to the monitoring center as soon as communications are restored. The monitoring unit shall not pose a safety hazard to the participant or others and shall function reliably under normal environmental and atmospheric conditions. It shall include surge protection for electrical and communications interfaces.

- a. **Monitoring Unit Installation.** The Contractor shall install the monitoring unit in the ESR Participant's residence; activate both the transmitter device and the monitoring unit, within 18 hours of completing intake into the ESR program. Exceptions for extraordinary circumstances are to be coordinated with the local local DRO COTR or DRO Headquarters COTR.
- b. **Tamper Resistance and Notification Features.** The monitoring unit shall be equipped with a location feature and a tamper notification system that alerts the monitoring center of any attempts to enter the unit or alter the routine operation of the unit.
- c. **Portable Monitoring Unit.** The Contractor shall use a portable monitoring unit (Drive-by Unit) to verify the ESR Participant's presence at various locations by identifying the signal from the ESR Participant's transmitter. This portable unit shall be evaluated on the size of the transmitter signal detection range; ability to detect multiple transmitters; internal memory capacity; utility of collected data such as date/time of event, tamper detection and low transmitter power; portability of data and ability to upload data to a PC. The Contractor shall provide an identical portable monitoring unit to the DHS local COTR for DRO Officer/Agent use in detecting ESR Participants' presence at various locations as needed.

- d. **Monitoring Unit Documentation.** The Contractor shall provide written documentation with instructions that enable a DRO Officer/Agent to use the portable monitoring and be familiar with the operation of transmitters and monitoring units. The Contractor shall provide ESR Participants with brochures explaining the operability EM equipment.

1.6 Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and transmitter in the event that unforeseen events require DRO to perform these tasks. At a minimum, one tool set shall be provided to each Office.

1.7 Spares and Maintenance

The Contractor shall maintain a sufficient inventory of Electronic Monitoring Technology as follows: to complete installations within 18 hours of intake; broken parts and replacement parts within 24 hours and supporting special operations. The Contractor shall maintain the inventory in good operating condition and arrange for prompt repair and replacement to meet the demands of the ESR Program.

1.8 Equipment and Service Upgrades/Improvements

Throughout the life of the task order, the Contractor shall provide the most recent generation of EM equipment. All equipment provided under this contract shall have completed final testing, FCC certification and be commercially available. All EM equipment and service upgrades or changes shall be submitted in writing, via the ICE Headquarters COTR, to the Contracting Officer for approval.

2. Central Monitoring Facility

The Contractor shall, at a centrally located monitoring system/facility, receive, store and disseminate information generated by the monitoring equipment and systems described in this document. The Contractor may choose the location of its monitoring system/facility. However, the Contractor's monitoring system/facility shall be located at a secure location where access to the center and all records is restricted only to authorized individuals. The Contractor shall establish an information exchange system within the monitoring center that send/receives information to/from the EM equipment.

2.1 Backup Monitoring System/Facility

The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. The DHS Headquarters COTR shall approve any change in the location of the monitoring center or any backup center in advance and in writing.

2.2 Security and Safeguards of Monitoring System Information

The Contractor shall maintain a physical facility compliant with all applicable Federal, State and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community. The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by

monitoring employees or other staff. The Contractor shall include a listing of the employees authorized to make changes or modify ESR Participant data or other agency program settings should the Supervision Specialist request this. The Contractor shall also detail how the Contractor determines and maintains this authorization to employees. The Contractor shall provide security codes to the DRO offices to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.

2.3 Continuous Operation of Monitoring System

The Contractor staff shall be at the monitoring site and shall personally operate the monitoring system continuously 24 hours a day, 7 days a week. The monitoring center shall promptly detect and notify Supervision Specialists and/or DRO Officers of key event(s) as specified in Appendix 4 – Notification Schedule. In the event that remote access is temporarily inoperable, Contractor staff shall implement a contingency to manually provide data entry upon requests by Supervision Specialists and/or DRO Officers of all ESR Participant enrollments, schedule changes and other monitoring information requests and reports and otherwise respond to all inquiries from the above listed staff.

2.4 Monitoring System Architecture

The Contractor shall provide information on monitoring system architecture to include the hardware, software and power source(s). This shall include a description of contingency plans for ensuring continuous uninterrupted monitoring upon the occurrence of a monitoring component or system failure.

3. Key events for Electronic Monitoring Systems

To ensure compliance with electronic monitoring restrictions, the Contractor shall test for the location of ESR Participants at specific locations randomly. The Contractor shall notify the Supervision Specialist and/or DRO Officers of any or all of the following applicable key events:

- a. Unauthorized absence from ESR Participant residence
- b. GPS zone violations
 - o Failure to return to ESR Participant residence from a scheduled absence
 - o Late arrivals or early departures from ESR Participant residence
- d. Equipment (including, but not limited to Transmitter, Monitoring unit) malfunctions.
- e. Tampering with equipment.
- f. Loss of electrical power or telephone service.
- g. Location verification failure.
- h. Missed calls from the Monitoring Unit.

Upon the occurrence of any Key Event the monitoring system shall notify the Supervision Specialist and DRO case officer using the Notification Schedule (See Notification Schedule, Appendix 4). The Contractor shall comply with the notification schedule for all Detention and Removal offices. Notification parameters in the monitoring system shall not exceed five

(5) minutes. The Contractor's system shall be capable of providing for two or more simultaneous or time-delayed backup notifications by pager or telephone.

4. Remote Access to Monitoring System

The contractor shall provide officers a remote access capability via the Internet for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information. The contractor shall provide one or more additional definable fields to allow for local customization of the system to accommodate a Field Office's desire to input and maintain other information as needed. The system shall have the ability to query the database by any field, to sort by any field, and to search on any field. Downloadable data shall be in a format that is compatible for use with Microsoft Access.

The remotely accessible system shall minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system shall also keep a behind-the-scenes historical transaction record of up to ten updates. The transaction log shall record the login ID and date of update for a minimum of 90 days.

The remotely accessible system shall provide a separate DRO/HQ management/supervisor interface.

The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to participant data. The system shall use the most current monitoring systems at multiple levels (e.g., firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4.1 Remotely Accessible Database

The Contractor's remotely accessible database shall be compatible for use with Microsoft Access and shall provide a minimum number of database fields (specified below). The Government reserves the right to reasonably increase the number of fields at no additional cost. The following minimum specification for database fields, functions, and reports are as follows:

a. Database Fields:

- Participant ID
- Last Name
- First Name
- Alien Registration Number
- Alias
- Participant type (e.g., pre-order, POCR)
- Date of Birth
- Sex
- Office location
- Country of birth

- Language spoken
 - Address
 - City, State
 - Zip code
 - Phone #
 - Phone #2
 - Time Zone
 - Daylight savings
 - Customizable Fields
 - Transmitter ID
 - a. Transmitter status
 - b. Monitoring Unit ID
 - c. Monitoring Unit configuration
 - d. Monitoring Unit status
 - e. Case officer name
 - f. ESR Participant schedule
 - i. Schedule overview
 - ii. Leave (out of range) date/time
 - iii. Enter (in range) date/time
- b. Event History of ESR Participant transactions
- Date
 - Event time
 - Receive time
 - Alarm events
 - Equipment type
 - Event group
 - Equipment status
- c. Equipment Inventory
- Transmitter ID's
 - Monitoring Unit ID's

4.2 COTR Remote Access

The contractor shall provide the COTR remote access to the Monitoring System. The following items shall be monthly extractions available for remote viewing and downloading by the COTR:

- Installations/terminations by Field Office and immigration status of the ESR Participant at the point of termination.
- Actively monitored ESR Participants at the end of each month.
- ESR Participant schedule changes and alerts by Field Office and case type.
- Transmitters returned for repair and the repairs made.
- Time taken by monitoring center staff to answer Supervision Specialists' calls.

- Alerts of specific Key Events.
- Calls to Supervision Specialists.

4.3 Telephone Access to the Monitoring Facility

The Contractor shall provide a toll-free telephone number for Supervision Specialists to call the Monitoring Center for technical support or assistance in entering, changing, or obtaining monitoring data. The maximum holding time for calls to the monitoring center for any purpose shall not exceed one minute.

4.4 Database Functions/Reports

- New ESR Participant Enrollments – Supervision Specialists shall complete a new ESR Participant enrollment including relevant personal information for each participant, including name, address, alien registration number, telephone number(s), equipment serial numbers, case officer name, schedule curfew information and other pertinent information necessary to activate monitoring. The system must allow for, and differentiate between Temporary and Permanent schedules.
- Data/Schedule Changes – Supervision Specialists shall be able to have direct access to make participant data and/or changes without the need for faxing or monitoring operator input.
- Caseload Review – A listing of all ESR Participant names, associated transmitter/receiver serial numbers, the current real-time status of the ESR Participant referencing the single most recent event that was reported for each ESR Participant. Additional detail shall be available real-time events as they occur for each participant.
- Supervision Specialist Caseload Report – A report that provides the current participant list of a Supervision Specialist's assigned cases.
- Event/Report Analysis – Supervision Specialists shall be able to review real-time monitoring events as they occur, generate historical and analysis of events on-screen and download reports as needed.
- Terminate ESR Participants – Supervision Specialists shall be able to terminate monitoring on any ESR Participant on their caseload, once directed by the DHS local COTR.
- Daily Summary Report – A chronological list of all ESR Participants' activities including date and time of occurrence based on the report dates requested. The report shall include ESR Participant name, complete activity schedule, monitoring center comments, reference to any Key Events, and equipment configuration.
- Equipment Utilization Report – A report that shows by equipment ID.

5. Multi-lingual telephonic voice verification reporting system shall be provided.

a. System must operate 24/7 and be tied directly in the contractor-owned monitoring center.

b. Desired languages at a minimum are English, Spanish, Chinese (Mandarin, Cantonese, Fuzhou), Creole (Haiti), Vietnamese, Cambodian, Lao (Laos), Russian, Arabic, Hindi (India), Urdu (Pakistan), Portuguese, Canjobal/Quiche (Guatemala), Somali, Hindi/Bengali (India)

c. The Contractor shall implement policies and procedures prohibiting ESR Participants from using cellular/tracfones to access the telephonic reporting system.

Appendix 4 - Notification Schedule

| <u>Key Event</u> | <u>Notification</u> | <u>Timeframe</u> |
|--|--|--------------------------------------|
| GPS Zone violation | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Unauthorized Absence | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Late Arrival | Supervision Specialist | Immediate – 24/7 |
| Transmitter/Monitoring Unit Tamper | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Missed call-in from Monitoring Unit | Supervision Specialist | Immediate – 24/7 |
| Monitoring Unit Location Verification Failure | Supervision Specialist | Immediate – 24/7 |
| Missed Home Visit | Supervision Specialist DRO Case Officer | Immediate – 24/7 |
| Missed Office Visit | Supervision Specialist DRO Case Officer | Immediate – 24/7 |
| Missed Travel Document Action/Appointment | Supervision Specialist DRO Case Officer | Immediate – 24/7 |

Appendix 5 – Deliverables Schedule

The Contractor shall adhere to all requirements of SOW deliverables to include:

| Description | Copies | Delivery Time | Frequency | SOW Reference |
|--|--|---|---|----------------------|
| Operations Plan (including all components) | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | Update as needed or if no changes, verify annually | C.2.1.1 |
| Transition Plan * | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | One Time Transition | C.2.1.1.b |
| Key Personnel Resume * | Three (3) paper and minimum of one (1) on Electronic Media | Prior to Notice to Proceed | Prior written concurrence from CO for appointment and replacement | C.2.1.1.i |
| Staffing Plan * | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | Update as needed or if no changes, verify annually | C.2.1.1.i |
| Employment Suitability Packages * | As required by DHS Security | 45 days prior to EOD | As needed | C.2.1.1.i |
| Training Completion Report* | One (1) on Electronic Media | Monthly, by the 5 th business day of the month | Monthly | C.2.1.1.i |
| Employee Roster | One (1) on Electronic Media | Monthly, by the 5 th business day of the month | Monthly | C.2.1.1.i |
| Incident Reports * | 1 – Local COTR 1 – HQ COTR | Verbal – immediate Written – within 24 hours | Upon Occurrence | C.2.1.1.1 |
| Monthly Reports * | One (1) on Electronic Media | Monthly, by the 5 th business day of the month | Monthly | C.2.1.1.1 |
| Annual Report * | 5 Hard and minimum of one (1) on Electronic Media | 30 days after the Period of Performance Completion | Annually | C.2.1.1.1 |

* Components of Operations Plan

Appendix 6 - Required Security Clause Sensitive/Unclassified Contracts

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract _____ requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for 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 Personnel Security Unit. 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 Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. 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. or its replacement*. 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).

Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|-----------------------------------|----------|
| 52.247-33 | F.o.b. Origin, with Differentials | FED 2006 |

(End of clause)

F.2 Term of Contract

The contract shall be effective as of the execution date and shall continue through one years (12 months), In addition two (2) one-years option may extend the period of performance to a total of three years (36 months).

(End of clause)

F.3 Principal Place of Performance

The effort required under this contract shall be performed at:

29 locations identified in the CLINs in section B-1 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract

(End of clause)

Contract Administration Data

G.1 Invoicing

The contractor shall submit one (1) original invoice to the Program Office POC, identified below. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center. Erroneous or improper invoices shall be returned to the vendor within seven days of receipt in accordance with the Prompt Payment Act.

Payment office address is:

Department of Homeland Security
Immigration and Customs Enforcement
ATTN: Debra Garretson
Office of Detention and Removal
425 I Street, NW Suite 6260
Washington DC, 20536

Please note: the Contractor shall not mail an invoice directly to the Dallas Finance Center. DFC will not accept any invoices without certifying products/services received and accepted and signing the original invoice by both the receiving officer and the Contracting Officer. The signed invoice shall be forwarded to the Contracting Officer/Contract Specialist for authorization of invoice payment.

For inquiring payment status, the Contractor may call the DFC customer service at 214-915-6161, or by fax at 214-915-6262, between 7:30 a.m. and 4:30 p.m., Monday thru Friday CST. Email address is customerservice.dfc@dhs.gov

For questions regarding this order:

Contracting Officer: Patryk Drozd; Tel.#: (202) 307- [b6]
COTR(s): Debra Garretson, Tel.#: (202) 616- [b6]
Judith Sands, Tel.#: (202) 616- [b6]
Roxann Dzur, Tel.#: (214) 732- [b6]

(End of clause)

Contract Clauses

- I-1 Definitions. (JUL 2004) 52.202-1**
- I-2 Gratuities. (APR 1984) 52.203-3**
- I-3 Covenant Against Contingent Fees. (APR 1984) 52.203-5**
- I-4 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-6**
- I-5 Anti-Kickback Procedures. (JUL 1995) 52.203-7**
- I-6 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997) 52.203-8**
- I-7 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997) 52.203-10**
- I-8 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2005) 52.203-12**
- I-9 Security Requirements. (AUG 1996) 52.204-2**
- I-10 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000) 52.204-4**
- I-11 Central Contractor Registration. (JUL 2006) 52.204-7**
- I-12 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006) 52.209-6**
- I-13 Subcontractor Cost or Pricing Data. (OCT 1997) 52.215-12**
- I-14 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997) 52.215-13**
- I-15 Option for Increased Quantity. (MAR 1989) 52.217-6**
- I-16 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989) 52.217-7**
- I-17 Option to Extend Services. (NOV 1999) 52.217-8**
- I-18 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9**
- I-19 Utilization of Small Business Concerns. (MAY 2004) 52.219-8**
- I-20 Convict Labor. (JUN 2003) 52.222-3**
- I-21 Prohibition of Segregated Facilities. (FEB 1999) 52.222-21**
- I-22 Equal Opportunity. (MAR 2007) 52.222-26**
- I-23 Drug-Free Workplace. (MAY 2001) 52.223-6**
- I-24 Toxic Chemical Release Reporting. (AUG 2003) 52.223-14**

- I-25 Privacy Act Notification. (APR 1984) 52.224-1**
- I-26 Privacy Act. (APR 1984) 52.224-2**
- I-27 Trade Agreements. (NOV 2006) 52.225-5**
- I-28 Restrictions on Certain Foreign Purchases. (FEB 2006) 52.225-13**
- I-29 Technical Data Declaration, Revision, and Withholding of Payment - Major Systems. (JAN 1997) 52.227-21**
- I-30 Rights to Proposal Data (Technical). (JUN 1987) 52.227-23**
- I-31 Federal, State, and Local Taxes. (APR 2003) 52.229-3**
- I-32 Payments. (APR 1984) 52.232-1**
- I-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003) 52.232-33**
- I-34 Disputes. (JUL 2002) 52.233-1**
- I-35 Protest after Award. (AUG 1996) 52.233-3**
- I-36 Applicable Law for Breach of Contract Claim. (OCT 2004) 52.233-4**
- I-37 Bankruptcy. (JUL 1995) 52.242-13**
- I-38 Changes - Fixed-Price. (AUG 1987) 52.243-1**
- I-39 Subcontracts for Commercial Items. (MAR 2007) 52.244-6**
- I-40 Limitation of Liability. (FEB 1997) 52.246-23**
- I-41 Limitation of Liability - Services. (FEB 1997) 52.246-25**
- I-42 Value Engineering. (FEB 2000) 52.248-1**
- I-43 Termination for Convenience of the Government (Fixed-Price). (MAY 2004) 52.249-2**
- I-44 Default (Fixed-Price Supply and Service). (APR 1984) 52.249-8**
- I-45 Computer Generated Forms. (JAN 1991) 52.253-1**
- I-46 Integrity of Unit Prices. (OCT 1997) 52.215-14**

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that ensures that unit prices are in proportion to the items' base cost (*e.g.*, manufacturing or acquisition costs). Any method of distributing costs to line items that distorts unit prices shall not be used. For example, distributing costs equally among line items is not acceptable except when there is little or no variation in base cost. Nothing in this paragraph requires submission of cost or pricing data not otherwise required by law or regulation.

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

I-47 Ordering. (OCT 1995) 52.216-18

(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 during the effective period of performance.

(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.

(End of clause)

I-48 Order Limitations. (OCT 1995) 52.216-19

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [n/a], 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 [n/a];

(2) Any order for a combination of items in excess of [n/a]; or

(3) A series of orders from the same ordering office within [n/a] days that together call for quantities exceeding the limitation in subparagraph (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 [] 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.

(End of clause)

I-49 Indefinite Quantity. (OCT 1995) 52.216-22

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [*insert date*].

(End of clause)

I-50 Rights in Data - General. (JUN 1987) 52.227-14

(a) *Definitions.* Computer software, as used in this clause, means computer programs, computer data bases, and documentation thereof.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights, as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

Limited rights data, as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

Restricted rights, as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) *Allocation of rights.* (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in -

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to -

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright - (1) Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable

copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.* (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.* (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor -

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect

notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) - (3) **Reserved**

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I-51 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within [*insert number of days*] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or

transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

- (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
- (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

I-52 Contractor employee access. (JUN 2006) 3052.204-71

(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.

(End of clause)

I-53 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. 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 national security.

(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, 6 U.S.C. 395, 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 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, 6 U.S.C. 395(b)(1).

(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 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 the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which 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; and
- (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.* The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

I-54 Organizational conflict of interest. (JUN 2006) 3052.209-72

(a) Determination. 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 [*contracting officer shall insert description here*].

(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.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (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

___ (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.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

I-55 Key personnel or facilities. (DEC 2003) 3052.215-70

(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:

Mr. Gary Melnick
ESR Project Director

(End of clause)

I-56 Performance evaluation plan. (DEC 2003) 3052.216-72

(a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor [insert number] calendar days prior to the start of the first evaluation period.

(b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

(c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor [insert number] calendar days prior to the start of the evaluation period to which the change will apply.

(End of clause)

I-57 Small business subcontracting plan reporting. (JUN 2006) 3052.219-70

(a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>.

(b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of clause)

I-58 Dissemination of contract information. (DEC 2003) 3052.242-71

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

I-59 Contracting officer's technical representative. (DEC 2003) 3052.242-72

(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.

(c) The COTR(s) for this contract are identified as:

Judith Sands
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-616-b6 (w)

Debra Garretson
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-616-b6 (w)

Roxann Dzur
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-732-b6 (w)

The CO for this contract is identified as:

Patryk Drozd
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-305-b6 (w)

(End of clause)

I-60 Organizational conflicts of interest 3052.209-72

**ORGANIZATIONAL CONFLICT OF INTEREST
(Jul 2004) (Deviation)**

(a) Determination. 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 _____ (description)

(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 mitigate or avoid 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.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (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

___ (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 the mitigation plan in accordance with

paragraph (d) of this provision.

(d) Mitigation/Waiver. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes it can be mitigated, neutralized, or avoided, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan. If not defined, then this provision applies fully.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

Subpart 3009.507- 2 Contract Clause. This subpart is added: The contracting officer shall insert a clause substantially the same as the clause at 3052.209-73, Limitation of Contracting in solicitations and contracts when a potential organizational conflict of interest exists and mitigation is not feasible.

(End of clause)

I-61 Information Technology Systems Access for Contractors 3052.237-71

INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (NOV 2004) (Deviation)

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,

(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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) 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 personnel who are non-U.S. citizen after contract award shall also be reported to the contracting officer.

(g) 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.

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

(i) The contractor shall have access only to those areas of DHS Organizational Element (OE) 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.

(j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(k) 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.

(l) 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 the Office of Security and Department's CIO or designee. In order for a waiver to be granted:

(i) 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.

(ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

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

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

(End of clause)

I-62 Qualifications of Contractor Employees 3052.237-70

QUALIFICATIONS OF CONTRACTOR EMPLOYEES (NOV 2004) (Deviation)

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:
(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,
(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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.

(End of clause)

| | | | |
|--|---------------------------------|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00001 | 3. EFFECTIVE DATE 03/06/2008 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY ICE/CR/COMPLIANC | 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 Washington DC 20536 | | ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Patryk Drozd Washington DC 20536 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SERVICES 30201 AVENTURA RANCHO SANTA MARGARITA CA 926882049 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-D-00006 | |
| | | 10B. DATED (SEE ITEM 11) 09/11/2007 | |
| CODE 9686899010000 | 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 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 52.243-4 Changes |

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.)

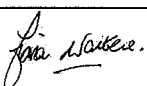
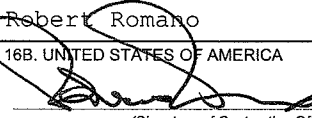
DUNS Number: 968689901

The purpose of this modification is to provide clarification on the invoicing and reporting instructions, to name the new ESR Program Director as Robert L. Thomas Jr., to name a new COTR and alternate COTR, to establish the IDIQ parameters, establish criteria for opening of full service offices, and to correct typographical errors:

1) In the Statement of Work(SOW), section C.2.1.1.1: Reports is revised, section C.2.1.1.b: Transition is revised, section C.2.1.1.m: Facilities is revised to include criteria for opening of full service offices, the Local COTRs are changed to Task Managers and some typographical errors in the SOW are corrected, replace the entire SOW with the attached SOW.

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  (Signa) _____ (I to sign) | 15C. DATE SIGNED 03/07/08 | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED 3/10/08 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-D-00006/P00001

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SERVICES

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>2) In clause F-3 Principal Place of Performance, the number of locations is changed to read 27. Replace page 52 of 71 of the contract with the attached change page.</p> <p>3) In clause G-1 Invoicing, invoicing instruction are clarified. Replace page 53 of 71 of the contract with the attached change page.</p> <p>4) In clause I-47 Ordering, the phrase "orders may be issued orally" is removed from the clause. Replace page 56 of 71 of the contract with the attached change page.</p> <p>5) In clause I-48 Order Limitations, the minimum and maximum quantities are established. Replace page 56 of 71 of the contract with the attached change page.</p> <p>6) In clause I-55 Personnel or Facilities, replace the current named ESR Project Director with Robert L. Thomas Jr. Replace page 66 of 71 of the contract with the attached change page.</p> <p>7) In clause I-59 Contracting Officer's Technical Representative, Roxann Dzur is named as the COTR and Joe Sifuentes as the alternate COTR. Replace page 68 of 71 of the contract with the attached change page.</p> <p>8) In clause I-60 Organizational Conflict of Interest, remove the provision in its entirety. Replace pages 68 and 69 of 71 of the contract with the attached change pages.</p> <p>9) All other terms and conditions shall remain in full force and effect.</p> <p>Period of Performance: 09/25/2007 to 09/24/2008</p> <p>ATTACHMENTS Attachment A: Statement of Work Attachment B: Change page 52 Attachment C: Change page 53 - 53.1 Attachment D: Change page 56 Attachment E: Change page 66 Attachment F: Change page 68 - 69</p> | | | | |

G.1 Invoicing

The contractor shall submit one (1) original invoice to the Office of Acquisition and one (1) copy to the Program Office POC, both identified below. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center. Erroneous or improper invoices shall be returned to the vendor within seven days of receipt in accordance with the Prompt Payment Act.

One(1) original:

Department of Homeland Security
Immigration and Customs Enforcement
ATTN: Patryk Drozd
Office of Detention and Removal
425 I Street, NW Suite 2208
Washington DC, 20536

One(1) copy:

Department of Homeland Security
Immigration and Customs Enforcement
ATTN: Debra Garretson
Office of Detention and Removal
425 I Street, NW Suite 6260
Washington DC, 20536

Please note: the Contractor shall not mail an invoice directly to the Dallas Finance Center. DFC will not accept any invoices without certifying products/services received and accepted and signing the original invoice by both the receiving officer and the Contracting Officer. The signed invoice shall be forwarded to the Contracting Officer/Contract Specialist for authorization of invoice payment.

For inquiring payment status, the Contractor may call the DFC customer service at 214-915-6161, or by fax at 214-915-6262, between 7:30 a.m. and 4:30 p.m., Monday thru Friday CST. Email address is customerservice.dfc@dhs.gov

For questions regarding this order:

Contracting Officer: Patryk Drozd; Tel.#: (202) 305-b6
COTR: Roxann Dzur, Tel.#: (202) 616-b6
Alternative COTR: Joe Sifuentez, Tel #: (202) 616-b6

(End of clause)

| | | | |
|--|---------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CC | PAGE OF PAGES 1 1 |
| 2. AMENDMENT/MODIFICATION NO. P00002 | 3. EFFECTIVE DATE 09/10/2008 | 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 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: David Vroom Washington DC 20536 | CODE ICE/CR/COMPLIANC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SERVICES 30201 AVENTURA RANCHO SANTA MARGARITA CA 926882049 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 9686899010000 FACILITY CODE | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-D-00006 | 10B. DATED (SEE ITEM 11) 09/11/2007 |

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 _____ copies to the issuing office.

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

DUNS Number: 968689901


A. The purpose of this modification is to name Mr. Ivan Alvarado as the new COTR.

B. All other terms and conditions shall remain in full force and effect.

Period of Performance: 09/25/2007 to 09/24/2008

ATTACHMENTS
Attachment A: Certificate of Training
Attachment B: COTR Appointment Letter

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

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Gomez, Jr. |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | 16C. DATE SIGNED SEP 10 2008 |

| | | | |
|--|---------------------------------|--|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID COL | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00003 | 3. EFFECTIVE DATE 09/10/2008 | 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 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: David Vroom Washington DC 20536 | CODE ICE/CR/COMPLIANC |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SERVICES 30201 AVENTURA RANCHO SANTA MARGARITA CA 926882049 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | |
| | | 9B. DATED (SEE ITEM 11) | |
| | | X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-D-00006 | |
| | | 10B. DATED (SEE ITEM 11) 09/11/2007 | |
| CODE 9686899010000 | 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |
| X | FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) |

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: 968689901

A. The purpose of this modification is to exercise the first option period with a period of performance from 25 September 2008 to 24 September 2009.

B. All other terms and conditions shall remain in full force and effect.

Delivery: 09/25/2008

Discount Terms:

Net 30

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  (Signature of Contracting Officer) | 16C. DATE SIGNED September 14, 2008 |

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 50 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-07-D-00006/P00003

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NAME OF OFFEROR OR CONTRACTOR
 G4S GOVERNMENT SERVICES

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1001 | Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 FOB: Destination Period of Performance: 09/25/2008 to 09/24/2009 Add Item 1001 as follows: ESR SERVICES UNDER CONTRACT HSCEOP-07-D-00006 FOR OPTION YEAR 1 09/25/2008 - 09/24/2009 Amount: \$0.00 (Option Line Item) 09/10/2008 Accounting Info: Funded: \$0.00 | 1 | EA | | 0.00 |

2. AMENDMENT/MODIFICATION NO. P00004
 3. EFFECTIVE DATE 10/09/2009
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/CR/COMPLIANCE
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/CR/COMPLIANCE
 ICE/Compliance & Removal/Compliance
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 G4S GOVERNMENT SERVICES
 30201 AVENTURA
 RANCHO SANTA MARGARITA CA 926882049
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSCEOP-07-D-00006
 10B. DATED (SEE ITEM 13)
 09/11/2007
 CODE 9686899010000 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: 968689901

A. The purpose of this modification is to change the Contracting Officer's Technical Representative (COTR) and Alternate Contracting Officer's Technical Representative.

B. The COTR is:

b6, b7c

Immigration and Customs Enforcement
 500 12th Street SW
 Washington, DC 20536
 Tel No: 202-732- b6, b7c
 Email: b6, b7c

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)
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 David Vroom
 16B. UNITED STATES OF AMERICA
 (Signature of Contracting Officer)
 16C. DATE SIGNED
 9 Oct 2009

CONTINUATION SHEET

REFERENCE NO. OF . JMENT BEING CONTINUED
HSCEOP-07-D-00006/P00004

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NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SERVICES

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>C. The ACOTR is: Ms. Roxann Dzur Immigration and Customs Enforcement 500 12th Street SW Washington, DC 20536 Tel No: 202-732- [REDACTED] b6 Email: [REDACTED] b6</p> <p>D. All other terms and conditions shall remain in full force and effect.</p> <p>Period of Performance: 09/25/2008 to 09/24/2009</p> | | | | |

**INITIAL ACKNOWLEDGMENT/INTRODUCTION EMAIL
TEMPLATE**

[1st Option HSCEOP07D00006 received 27 Aug 08]

Dear Ms. Roxann Dzur:

This e-mail is to acknowledge receipt of PR # 192108DROHATD0006 to obligate funds in the amount of \$9,000,000.00 to exercise option year 1 (9/25/2008 – 9/24/2009). You can reach me at [REDACTED] b6 telephone (202) 307-[REDACTED] b6. I will be your primary point of contact for this acquisition. However, if you are unable to reach me and need immediate assistance, The Deputy Assistant Director for ACQ-CR is Mr. Robert Romano, telephone 202-616-[REDACTED] b6.

Thank you for submitting a complete purchase request package. The projected award date for this action is 11 Sep 08. If the projected award date will not meet the required start or delivery date, please notify me immediately.

If problems are encountered and it becomes necessary to revise the projected award date, you will be notified as soon as possible, in addition you will be notified once the award is made.

If you have any questions, please feel free to contact me by telephone or email. I look forward to working with you!

Very Respectfully,

David S. Vroom, Contract Specialist

Mission Support, CAB Room No. LL100

Office of Acquisition Management

Immigration and Customs Enforcement

202.307-[REDACTED] b6 (p)

202.616.1512 (fax)

email: [REDACTED] b6

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PALT Acceptance/Rejection Memorandum

DAD's Name: ROBERT ROMANO
Requisition Number: 192108DROHATD0006

Reason for ~~Acceptance~~ Rejection:

Exercise option to ESR contract

Antonio Gomez for DAD-CR
DAD's Signature

AUG 26 2008

Date

OK
aj



U.S. Immigration
and Customs
Enforcement

September 11, 2008

MEMORANDUM FOR: Anthony Gomez
Contracting Officer

THROUGH: Joe M. Sifuentes
Unit Chief, ATD

FROM: Roxann R. Dzur
ESR COTR/Management and Program Analyst

SUBJECT: ESR Contractor Base Year Performance

Purpose

To recommend exercising option year one of contract number HSCEOP-07-D-0006 for the Enhanced Supervision Reporting Program.

Background

The Enhanced Supervision Reporting Program, contract number HSCEOP-07-D-00006, was awarded to G4S Government Services (G4S) on September 25, 2007. The base year period of performance was from 09/25/2007 to 09/24/2008.

Discussion

During the base year period of performance, G4S experienced startup delays in opening its offices and upgrading the electronic monitoring systems used during the prior Electronic Monitoring Program. The upgraded Radio Frequency (RF) equipment was not available until April 1, 2008. G4S substituted GPS equipment until the RF equipment became available. G4S has experienced shortages in providing GPS equipment for daily operating needs and for special requests. They are increasing their orders from their subcontractor to address this demand. The transition of telephonic reporting cases from the SpeakerID system to the upgraded Web Patrol II system was completed in late August 2008. G4S is behind schedule in submitting valid invoices but is working on correcting accounting issues and getting invoices up-to-date. G4S began opening full service offices on January 31, 2008 and had opened all 27 full service offices by March 28, 2008. Since that time, G4S has enrolled over 5,833 participants in the full service program. On May 5, 2008, G4S replaced the ESR Project Director in order to address program performance issues. Since that time, program performance has improved. In addition to providing full service contract services, G4S has supported multiple ICE worksite enforcement operations providing GPS monitoring equipment and contract personnel support. The most

SUBJECT: [Insert Subject Line]

Page 2

recent operation on August 28, 2008 in the Gulfport Mississippi area resulted in 100 aliens being placed on GPS electronic monitoring. G4S has steadily improved its performance and has performed at a satisfactory level during the base year period of performance. ATD therefore recommends exercising option year one of contract number HSCEOP-07-D-0006.

Vroom, David

From: Dzur, Roxann
Sent: Thursday, September 11, 2008 5:03 PM
To: Vroom, David
Cc: [REDACTED] Gomez, Anthony M; [REDACTED]
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006
Follow Up Flag: Follow up
Flag Status: Yellow
Attachments: Option Year 1.pdf

David,

The memo recommending exercising option year one of the ESR contract is attached.

Thank-you,

Roxann Dzur
 Management and Program Analyst/ESR COTR
 U.S. Immigration and Customs Enforcement
 Office of Detention and Removal Operations
 Alternatives to Detention Unit
 425 I Street, NW Suite 6260
 Washington, DC 20536

[REDACTED] b6
 Office: 202-616-[REDACTED] b6
 Fax: 202-616-8762
 Blackberry: 202-497-[REDACTED] b6

From: Vroom, David
Sent: Wednesday, September 10, 2008 10:37 AM
To: [REDACTED] b6, b7c
Cc: Dzur, Roxann; [REDACTED] b6, b7c Gomez, Anthony M
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006

[REDACTED] b6, b7c
 I will prepare mod 3 tomorrow to correct. Thanks.
 Also, I'm working on exercising option one to the contract. Please send me a short letter stating that the contractor is performing satisfactorily on the contract.
 Thanks.
 David

From: [REDACTED] b6, b7c
Sent: Wednesday, September 10, 2008 10:22 AM
To: Vroom, David
Cc: Dzur, Roxann; [REDACTED] b6, b7c Gomez, Anthony M
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006
Importance: High

Mr. Vroom

I noticed an error on the SF 30 in that you described the modification for contract HSCEOP-07-D-00006 as me being the new COTR. I believe that the modification is to appoint me as the Alternate COTR. Roxann Dzur is and will continue to be primary COTR for this contract. Please make necessary corrections. Have a great day.

[REDACTED] b6, b7c

9/15/2008

Detention & Deportation Officer
 DHS-ICE-HQDRO
 CED/ATD
 425 I St. NW
 Room 6260
 Washington DC 20536
 202 305 [REDACTED] Desk
 202 497 [REDACTED] Cell
 202 616-8762 Fax



From: Vroom, David
Sent: Wednesday, September 10, 2008 9:54 AM
To: [REDACTED]
Subject: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006

Good morning [REDACTED]

Attached please find a copy of your appointment letter as COTR, and a copy of Modification P00002 to contract number HSCEOP-07-D-00006, FOR THEeLECTRONIC Supervision Reporting (ESR) program.

Please sign, date, and return a copy of your signature page on the appointment letter to me (PDF attached to email is fine). Thanks.

Very Respectfully,

David S. Vroom

Office of Acquisition Management
 Immigration and Customs Enforcement
 202.307 [REDACTED] (p)
 202.616.1512 (fax)
 email: [REDACTED]

Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). Please do not forward without the author's consent. ~~This document may contain procurement sensitive information and should be treated in accordance with FAR 3.104. It may contain information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this document/report should be furnished to the media, either in written or verbal form.~~

9/15/2008

**Attachment A:
Statement of Work**

Description / Specifications

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STATEMENT OF WORK
ENHANCED SUPERVISION/REPORTING PROGRAM

C.1 INTRODUCTION

C.1.1 Background

The Department of Homeland Security (DHS), US Immigration and Customs Enforcement (ICE), Office of Detention & Removal Operations (DRO) manages administrative proceedings to determine if non-US citizens (hereinafter called aliens and/or Participants) may enter or remain in the United States. During these removal proceedings, aliens are released from or are not detained in ICE custody for various reasons. For aliens not in custody ICE has operated the Electronic Monitoring Program (EMP). The Enhanced Supervision/Reporting (ESR) is specifically for adult non-US citizens that may otherwise be held in a secure facility. The full services of the ESR contract will be deployed initially to the 24 DRO Field Offices and three sub-offices (Orlando, FL, Hartford, CT, and Charlotte, NC). The vendor awarded the ESR contract will support the remaining sub-offices by providing electronic monitoring (EM) services only. The locations to receive full-service ESR are listed in detail in Appendix 1 of this Statement of Work (SOW). The technical and programmatic details of this requirement are defined within this SOW.

C.1.2 Objective

The purpose of this contract is for implementing and performing Enhanced Supervision/Reporting (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody.

The primary goal of this contract is to provide structured and closely supervised electronic monitoring, residence verification, home visits, in-person reporting and travel document information collection with an emphasis on increased compliance with Immigration Court requirements.

C.1.3 Definitions

See Appendix 2 – Terms and Definitions for terms and definitions related to the performance of this contract.

The terms task manager, DRO officer and ICE case officer/agent are used interchangeably in this SOW.

C.2 Scope of Work

The Contractor shall implement and perform the Enhanced Supervision/Reporting Program (ESR), a core community-based supervision and in-person reporting program for aliens not in ICE custody. The full service ESR Program is to be performed initially within 50 miles of twenty-four Detention & Removal Operations (DRO) Field Offices and three Sub-offices, all geographically separate and mostly in major metropolitan environments throughout the United States (see Appendix 1). In addition, the Contractor shall provide ESR EM-only services to all other sub-offices in the areas of responsibility. The level of participants is to initially be equal to or greater than the level the current ICE/DRO Electronic Monitoring Program in each service location. The ICE Headquarters COTR will thereafter manage ESR Participant levels in each service location. ESR Participants will be any non-US citizen who are released (or who was not detained) by DHS while they go through removal proceedings. The organization, design and administration of the Program shall comply with all applicable federal, state and local licensing provisions, as well as DHS/ICE requirements as put forth in this document. The Contractor shall provide management oversight for the implementation and operations set forth in this Statement of Work (SOW). The Contractor shall not refuse to accept any ESR Participant presented by ICE. The Contractor shall provide overall Program Management and administrative services defined in this SOW.

C.2.1. Contract Operations

C.2.1.1. Operation Plan

The Contractor shall prepare and submit an operational plan to include policies and procedures to the Contracting Officer (CO) for review and approval prior to implementation. The Contractor shall not implement any changes to the plan without prior written approval of the Contracting Officer (CO). The components of the comprehensive Operational Plan shall include, at a minimum:

- Communications
- Transition
- Case Management
- ESR Participant Conduct and Discipline
- ESR Participant Rights
- Translation
- Physical Security
- Quality Control
- Staffing
- Training
- Record Retention
- Reporting
- Facilities

C.2.1.1. a. Communications

The Contractor shall address both internal and external communication processes and procedures addressing all areas of the Statement of Work to include media inquiries. Internal communication processes should clearly define an escalation chain of command. Escalation procedures to the government must also be defined.

The Contractor shall refer, and immediately notify the Contracting Officer of, all media inquiries. The contractor shall not provide information to the media regarding any aspect of this contract without prior written approval from the CO. All communication of this nature is reserved solely and uniquely to ICE.

The Contractor shall maintain a tracking system to record all non-DHS inquiries pertaining to ESR or ESR Participants.

C.2.1.1.b. Transition

The Contractor shall provide policy and procedures for a one-time transition from the Electronic Monitoring Program (EMP) to ESR. The transition shall not cause loss of service to the field at any time. The transition involves the intake up to the population levels currently in the EMP listed in Appendix 1. EMP participants located within full service areas will initially transfer to full service ESR. EMP participants in sub-office areas, with the exception of Charlotte, Hartford and Orlando will transfer as EM only.

Task orders shall be issued identifying the place of performance and level of service for the specified location(s). The task order will have a minimum of one(1) location or could have as many as 27 locations. The level of service will either be EM only service (X000B-X000F) or full level of service (X000A-X000F). Task orders can be issued with EM only service and later modified to include Full Service.

C.2.1.1.c. Case Management

Full Service Case Management

The Contractor shall establish and maintain a case management system for supervising, monitoring, updating and documenting full service ESR Participant's involvement from intake until termination in the ESR Program to include:

- Intake
- Termination
- Individual Supervision Factors (ISF)
- Electronic Monitoring
- Residence Verification
- In person office visits
- Unannounced home visits
- Travel Documents

Intake

The Contractor shall have the ability to perform intake/release at Contractor owned or leased facilities or any other location designated by the government. The contractor shall also have the ability to perform intake/release on a contingent or emergency basis.

The Contractor, upon placement of an ESR participant, shall verify all official documents accompanying the participant are complete and accurate to precisely identify the ESR Participant. ICE will provide the Contractor with appropriate available ESR Participant documentation. ICE will maintain the original documents.

During intake the Contractor shall collect information based on individual circumstances for each full service ESR Participant. The information collected will be known as the Individual Supervision Factors (ISF). ISF information shall be provided to the local DRO Officer including updates as they occur.

Intake procedures shall include the installation and instructions of the type of EM equipment as directed by the DRO officer.

The Contractor shall provide a comprehensive orientation for every ESR Participant in a language they understand. The orientation shall include an overview of the ESR Program, rules, regulations, procedures, consequences for ESR Program violations, the Immigration Court process (if applicable), an explanation of their Supervision Plan, and the process of progression between different methods of monitoring.

In addition, the Orientation procedures shall include the following:

- Method of documenting the orientation.
- Distribution of a written handbook of orientation information in a language the participant understands.

Distribution of a current Executive Office for Immigration Review (EOIR) produced list of pro-bono legal service providers and a schedule of ICE-coordinated legal service presentations (if applicable).

Termination

All participant terminations from the ESR program will be at the discretion of the local DRO case officer.

The Contractor will document the terminations with classification of release codes provided by ICE.

Supervision of ESR Participants

The type and frequency of supervision for full service ESR participants shall be based on DRO direction. The Contractor shall develop a plan that balances individual contacts and visits to effectively accomplish the desired intensity as directed by DRO throughout ESR Program participation. The Contractor shall include a daily schedule designed to provide supervision and accountability for full service ESR participants.

The Contractor shall provide suitable conveyances for Supervision Specialists to perform residence verification and unannounced home visits. At no time shall the Contractor transport an ESR participant in a vehicle.

The Contractor shall document and maintain current Individual Supervision Factors (ISF) for each full service ESR Participant's based on individual circumstances, taking into account the following:

- Current immigration status
- Residence – permanent or temporary (address verified)
- Employment
- Health issues
- Childcare situation, if applicable
- Criminal history
- Potential media interest
- Method of release from DHS custody
- Financial situations, any possible effect on any of the above
- In-person Reporting
- Travel Documentation
- Immigration Court Schedule
- Other factors as determined by the task manager

The Contractor shall provide each ESR Participant's Individual Supervision Factors information to the DRO case officer including changes in circumstances in the case.

The Contractor may request assistance from the DRO case officer in formulating or updating the supervision schedule for full service ESR Participants.

Supervision Records for full service participants shall include at a minimum:

- Name and Alien Registration Number (A-number)
- Intake Forms
- ICE Case Information from the referral source
- Individual Supervision Factors (ISF)
- Medical Consent Form (as necessary)
- Medical/dental records – if applicable (must be maintained separately)
- Case Notes
- Progress Reports
- Signed ESR Program Rules and disciplinary policies.
- Copies of disciplinary actions
- Documents required by State and local authorities

Electronic Monitoring

The Contractor shall provide detailed policies and procedures for providing, owning, warehousing, installing, 24/7 monitoring and recovering all EM equipment for all ESR Participants as specified in Appendix 3 – Detailed Specifications for Electronic Monitoring Technology.

The contractor shall establish event notification policies and procedures.

The Contractor shall have immediate availability of EM equipment to meet government requirements as needed to include spares and support of special operations.

The Contractor shall disclose to the CO any third party relationship that is instrumental to acquisition, training, operation, and control or otherwise has an impact on the function of the EM services required under this contract.

Residence Verification

Residence verification is required for each full service ESR Participant.

During participant's intake, residence information to include address and cohabitant(s) will be obtained during the basic interview and fact-finding conversation (oral interview). Verification and documentation of that information may be obtained from but not limited to Internet sites, Postal service sites and map/direction sites.

The Contractor must verify and document any change of address of the participant within five (5) days of occurrence.

In-Person Office Visits

The Supervision Specialist shall be required to schedule the full service ESR Participant for in-person office visits. These visits will be held at the office of the Contractor. The length of the visit shall be determined by the Supervision Specialist to gather relevant information, Executive Office for Immigration Review (EOIR) information and inspect EM equipment.

At the direction of the task manager, the frequency of in-person office visits shall range from no less once every two months to no more than two (2) times monthly. The task manager can increase or decrease the number of visits at any time.

Executive Office for Immigration Review (EOIR) appointment date reminders shall be issued to the ESR Participant in the form of a business-size card.

Unannounced Home Visits

The Supervision Specialist shall perform unannounced home visits based upon the schedule and habits of the full service ESR Participant. The Supervision Specialist, or another Supervision Specialist within the local Contractor's office, shall personally conduct these visits at the ESR Participant's residence. Pertinent biographical updates shall be gained from these visits and noted in case notes. Electronic monitoring equipment shall be inspected.

At the direction of the task manager, the frequency shall range from two (2) times per month, one time per month to once every two (2) months. This range can be increased or decreased at any time by the task manager.

Travel Documents

The Supervision Specialist will be required to assist full service ESR Participants in acquiring travel documents from their native countries. The local DRO case officer will coordinate with the Supervision Specialist when information or an application for a travel document is required from the ESR Participant. The DRO case officer will determine the time schedule for submission of documentation.

The Contractor shall obtain any necessary photos and/or fingerprints for travel documentation for full service ESR participants. The Contractor shall obtain proof from the participant that the participant has had contact with their consular/embassy. Assistance may be provided to the participant in filling out Consulate-required applications.

The Supervision Specialist shall personally provide all documentation to the ESR Participant's DRO Officer/Agent/COTR.

The Contractor shall maintain a log of travel document information for each ESR Participant including type of information/application, dates and times of completion and dates/times of providing them to ICE.

C.2.1.1.d. ESR Participant Conduct

The Contractor shall provide full service ESR Participants with rules of conduct and disciplinary standards at orientation. The Contractor's role in discipline for participants is counseling and creating documentation to acquire DRO case officer direction and action. Prior to any actions taken, the contractor must have prior written concurrence and specific direction from the DRO case officer.

C.2.1.1.e. ESR Participant Rights

The Contractor shall establish policies and procedures to provide ESR Participants freedom from discrimination based on race, religion, national origin, sex, handicap, political beliefs or immigration status. All ESR Participants will be treated with care, dignity, and respect. Full service ESR Participants will be allowed privacy when using the phone or meeting with legal counsel at the Contractor's Office. The Contractor shall ensure ESR Participant civil rights are not violated.

C.2.1.1.f. Translation

The Contractor shall have bilingual staff (preferred method) or provide professional translators to communicate with ESR Participants who do not comprehend English. The Contractor may use commercial phone language interpretive services that are approved by the DHS CO/COTR.

C.2.1.1.g. Physical Security

The Contractor shall establish policies and procedures to secure daily operations, security vulnerabilities, contingencies, emergencies and mitigation plans. Employee Safety must be addressed for the office and field environments. The Contractor shall maintain a log of Supervision Specialist daily activities and appointments pertaining to ESR cases including: name, affiliation, date, time and other appropriate information effecting ESR Participants.

The Contractor shall ensure that all ESR Program Participant case files and ICE information that specifically identifies an individual ESR Participant is kept in lockable cabinets and maintained in a secure area. Cabinets shall be locked at the close of business each day.

The Contractor shall ensure that co-located, blended, shared or otherwise co-mingled Contractor-owned/leased Office(s) do not allow Contractor employees not cleared to work on this contract access to ESR Program records, resources and systems.

C.2.1.1.h. Quality Control

The Contractor shall establish and maintain a Quality Control Program. The Contractor shall document the processes and procedures of their QCP. The QCP shall assure that the requirements of the contract are satisfactorily being performed. At a minimum, the QCP shall include the following:

- Information for reviewing and updating all policies, plans and procedures in the SOW.
- Information on the Contractor's inspection plan for covering all the services stated in this SOW. Internal inspections or audits shall be performed monthly or more frequently as directed by the CO to include contract compliance documentation.
- Methods of identifying deficiencies in the quality of services before the level of performance becomes unacceptable and the corrective actions needed to be taken; procedures for notifying the CO or designee when deficiencies are encountered; and description of proposed sampling techniques.

All requirements for the SOW are subject to random audits by the government to determine Contract compliance and performance. The government reserves the right to conduct announced and unannounced inspections of the contractor facilities and records at any time and by any method to assess contract compliance.

C.2.1.1.i. Staffing

The Contractor shall supply the COTR and the DHS Security Office with a monthly list of all employees working on the contract.

The Contractor shall not assign or permit any employee to work under this contract more than a total of twelve hours of any 24-hour period. All employees shall have a continuous eight-hour rest period within each 24-hour period.

The Contractor shall create, monitor, and maintain policy and procedures for Staffing to include, but not limited to, the following:

Conditions for Employment

All Contractor personnel who are assigned to work on the ESR Program shall possess a Suitability Determination required by ICE policy and procedures for employment prior to any employee performing duties under this award. The Contractor shall receive written approval from the HQ COTR, for each employee prior to assignment to perform duties of this contract.

Prior to the granting of a favorable entry on duty (EOD) decision, the contractor shall submit the results of a drug screening on the applicant, to the COTR. Drug screening shall be ordered and accomplished at contractor's expense. Drug testing of an applicant shall commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after

receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). The Contractor shall ensure that all federal, state and local legal procedures are followed, whether or not included in these procedures, with regard to the specimen. Contractor shall ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by Contracting Officer at any time. The contractor shall have a random drug-screening program, and the results of each screening shall be provided to Contracting Officer via the COTR immediately. Contracting Officer shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with all security requirements under this contract. 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 shall ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of 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.

Program Staff Positions

A reasonable attempt shall be made by the Contractor to establish ESR Program staffing that reflects demographics of the ESR Participant population.

The Contractor shall submit an Organizational Chart that defines clear lines of authority. The Contractor shall provide Staffing Levels for approval prior to implementation. The Contractor shall establish, at a minimum, the following ESR Program staff positions:

ESR Program Director

The ESR Program Director is the individual who is responsible and accountable for the Contractor administration of the ESR Program. This person functions as the single point of contact for Contracting Officer and Headquarters COTR.

Office Manager

The Office Manager is responsible for ESR Supervision Specialist activities, office efforts in supervising participants, communicating with the local ICE/DRO staff/management and the contractor's location. The Office Manager, or acting designee with authority to act for the Office Manager, shall be accessible to DHS by 24-hours-a-day 7-days-a-week.

Supervision Specialists

Supervision Specialists staff numbers shall be sufficient in each service location to accomplish the Statement of Work defined herein, up to the total capacity of ESR Participants defined by the ICE Headquarters COTR. The ratio of Supervision Specialists to full service ESR Participants shall be maintained at all times unless otherwise authorized by the HQ COTR. Supervision Specialists Responsibilities include:

- Overall supervision of participants in the program
- Collecting ESR Participant Individual Supervision Factors
- Production of a participant supervision plan
- Providing program orientation
- Conducting in-person office visits
- Residence verification
- Unannounced home visits

Office Staff

Office staff responsibilities include but are not limited to:

- Processing participant intake
- Routine supervision documentation
- Providing all documentation to the Supervision Specialist
- Processing terminations from program
- Overall administrative support to the program

Key Personnel

The ESR Program Director is considered key personnel. The Contractor shall obtain prior written concurrence for the Contracting Officer for appointment and replacement of key personnel.

Staff Education, Experience, Licensure and other Miscellaneous Requirements

Office Manager

Shall possess at a minimum, a Bachelor's Degree in an appropriate discipline from an accredited university as a minimum. The Office Manager shall have documented supervision experience sufficient to communicate, direct, counsel and evaluate subordinate staff, and appropriate for a typical and commensurate community program like objectives (licensing and/or certification preferred but not required).

Supervision Specialist

Shall possess at a minimum, an Associate's Degree in an appropriate discipline from an accredited university. The Supervision Specialist shall have documented two (2) years of relevant and increasing experience in a field related to law, social work, detention, corrections or similar occupational area (licensing and/or certification preferred but not required). He/She shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

Office Staff

Shall possess at a minimum, a High School Diploma/GED certificate. Office staff shall have documented two (2) years of relevant and increasing experience and similar position work. They shall demonstrate experience applicable to the goals and intent of this Program, sufficient to communicate with other staff, and appropriate for a typical and commensurate program environment.

In addition, employees must have the ability to greet and deal tactfully with the public, effectively communicate with others, interpret, and articulate rules, orders, instructions and materials, and ability to compose reports that contain the information as required, demonstrate sound judgment, and even temperament, maintain self-control during situations that involve mental stress, and withstand the accompanying excitement of interpersonal confrontations, and emergencies.

The Contractor shall certify that employees possess all required state licenses for their position, and develop a system of monitoring and maintaining currency of those licenses.

Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for their employee's performance or the quality of their services.

The Contractor shall provide all employees with a copy of the program's Standards of Conduct. Employees shall certify in writing that they have read and understand these rules. A record of that certification shall be provided to the HQ COTR prior to starting work under this contract.

In addition the following shall be adhered to:

- Contractor staff shall not display favoritism or preferential treatment to one ESR Participant or group of ESR Participants, over another.
- No Contractor employee shall enter a personal relationship with ESR Participants outside the scope of the goals of the program.
- Staff shall be prohibited from accepting for themselves or any member of their family, any personal gift, favor, or service, from ESR Participants or from the ESR Participant's family or close associate, no matter how trivial the gift or service may seem. All staff shall be required to immediately report any such offers to the program director. Contractor staff shall not give any gift, favors, or service to ESR Participants, their family, or close associates.
- Contractor employees shall not enter any business relationship with ESR Participants or their families (e.g. selling, buying, trading personal property, etc.)
- Program staff shall not have any outside or social contact (other than incidental contact) with any ESR Participant, family, extended family/relatives, or close associates.
- Contractor shall immediately report violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR and to appropriate law enforcement agencies for criminal violations.
- Violations may result in employee dismissal by the Contractor or at the discretion of the Contracting Officer.
- Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against the offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.
- Program staff shall be prohibited from providing legal advice to ESR Participants and from interfering with a ESR Participant's immigration status arrangements or the execution of final immigration court removal orders. Failure to comply with this could result in the termination of the contract and/or possible criminal charges against the employee.

Removal from Duty

The Contractor shall immediately notify the HQ COTR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason. The Contractor shall immediately notify the Headquarters COTR upon learning of adverse or disqualifying information, or criminal conduct on any employee. The contractor shall immediately remove the employee from performing duties under this contract, or any other DHS contract, informs the Contracting Officer and comply with further DHS guidance. Disqualifying information may include, but is not limited to:

- Arrest or conviction of a crime (felony or misdemeanor offenses);
- A record of arrests for traffic offenses (esp. DUI)
- Falsification of information entered on suitability forms.

The Contractor shall immediately remove from assignment on this contract or any other DHS contract any employee(s) who has/have been disqualified for security reasons or after being deemed unfit to perform their duties, including but not limited to criminal conduct. Upon determination of being unfit for duty the Contractor shall immediately notify the HQ COTR of removal of employee. That determination includes but is not limited to:

- Neglect of duty, failure to carry out assigned tasks, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Theft, vandalism, immoral conduct, or any other criminal actions
- Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances.
- Unethical or improper use of official authority or credentials
- Violations of security procedures or regulations
- Possession of alcohol or illegal substances while performing services under this contract.
- Undue fraternization with ESR Participants
- Poor performance involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in or contributing to, a ESR Participant being absent without permission, failing to appear, or not responding to contact.
- Failure to maintain or fulfill training requirements.

Employee Identification

The Contractor shall ensure that its employees will identify themselves as employees of their respective company while working on ICE contracts not as ICE/DRO employees. All program staff shall carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:

- A photograph of the employee that shows a maximum the head and shoulders and is at least one inch square. The photograph shall be no more than one-year-old at the time the credential is issued.
- Employee Name
- Company Name

Job Related Injuries

The Contractor shall report all job related injuries to the Headquarters COTR. The Contractor shall document sufficient details to establish what occurred, and the circumstances or duties directly related to the ESR Program that lead to the employee being injured.

C.2.1.1.j. Training

ESR Staff Training

The contractor shall establish and maintain a training program that includes course descriptions, lesson plans, materials, and instructors. All instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the CO.

A required Program Orientation for all ESR employees shall be completed within 14 days of employment and prior to being assigned duties.

Under no circumstances shall any contractor employee perform duties under this contract until all initial training is successfully completed and certified by the contractor in writing to the COTR for each individual employee. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. The COTR must provide written approval prior to any employee being assigned to perform and duties under this contract.

Mandatory minimum training for employees who have contact with participants:

- Human Relations (1 hr) *
- Note Taking and Report Writing (1 hr) *
- Roles of Local, State, and Federal Law Enforcement Agencies (1 hr) *
- Cultural and Ethnic Sensitivity (2 hrs) *
- Constitutional Law (1 hr)
- Ethics and Authority (2 hrs)
- Self Defense (8 hrs)
- Handling Disorderly Conduct, Civil Disturbances, and Other Incidents (3 hrs)
- DHS ICE Overview (provided by DHS CO/COTR) (1 hr)

Mandatory courses for managerial personnel, in addition to above, shall include a minimum of 24 hours of general management training during each year of their employment in the following areas:

- Communications *
- Solving Performance Problems *
- Counseling Employees *
- Leadership Skills (emphasizing styles, motivation and career development) *
- Scheduling *
- EEO Practices *

* Courses annotated with an asterisk require annual refresher training each year of employment.

The contractor shall provide monthly documentation of the course and date completed for each employee.

DRO Staff Training

The Contractor shall provide training to DRO staff on the ESR Program to include EM technology and the Internet based monitoring system. Access to the Internet based monitoring system shall be provided to DRO Officers upon request from the HQ COTR.

C.2.1.1.k. ESR Record Retention

The contractor shall establish a plan to produce, secure, and preserve written plans, policies and procedures, logs and records required to operate and document the operational and personnel aspects of the contract. The contractor shall not destroy or alter with intent to deceive any logs or records pertaining to this contract. All records are subject to inspection and review by DHS at any time during the term of the contract or thereafter. At the completion of this contract, the contractor shall turn over all logs and records as directed by the CO.

C.2.1.1.l. Reporting

Incident Reports

Upon discovery, the contractor shall immediately verbally notify the task manager, and then follow up with a written report to the task manager and HQ COTR within 24 hours when any of the following apply to a participant:

- Any unauthorized absence (missed office visit, missed unannounced home visit)
- Contact or threat by individuals believed to represent alien smuggling or organized crime
- Pregnancy or childbirth
- Serious injury, serious illness, or hospitalization
- Suicide or attempted suicide
- Death
- Police contact, including arrest and/or incarceration
- Commission of a major program offense
- Any abuse or neglect incident
- Unauthorized correspondence and/or contact

Written reports shall provide a minimum of the following information:

- Name of ESR participant
- Alien registration number
- Physical description
- Date of occurrence
- Time of occurrence
- Incident
- Contact made to task manager and feedback/direction
- Any known calls or contacts made by ESR participant prior to incident
- Name, address, and phone numbers of personal contacts
- Information regarding unusual behavior
- Any reason to believe the incident was involuntary
- Other law enforcement agents notified and point(s) of contact
- Current participant status
- Further action required, if applicable

Weekly

Weekly Termination Summary [Full Service and EM-only(by technology)] - report the terminations from program inception to date, using codes provided by DHS for each DRO field office with the corresponding percentage and a roll-up for all offices. The breakdown should distinguish between Pre-Order, Post Order, and POOCR participants, and all three combined, and by Country.

Weekly Court Appearance Summary[Full Service Only] - report the number of final hearings scheduled and the number of hearings attended with the corresponding percentage for each DRO field office from program inception to date to include a roll-up for all offices. The breakdown should distinguish between Pre-Order, Post Order, and POOCR participants, and all three combined, and by Country.

Weekly RF

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- Date On
- Date Off
- Total Days in Program
- Address/Phone #
- Release Officer

- Criminal
- Status at Intake (i.e., Pre-Order, Post Order, or POOCR)

Weekly TR

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- Number of calls required
- Date On
- Date Off
- *Total Days in Program*
- Address/Phone #
- Release Officer
- Criminal
- Status at Intake (i.e., Pre-Order, Post Order, or POOCR)

Weekly Full Service

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- EM technology
- Number of Office Visits
- Number of Home Visits
- Date On
- Date Off
- Total Days in Program
- Address/Phone #
- Release Officer
- Criminal
- Status at Intake (i.e., Pre-Order, Post Order, or POOCR)

Weekly GPS

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- Active or Passive GPS
- Date On

- Date Off
- Total Days in Program
- Address/Phone #
- Release Officer
- Criminal
- Status at Intake (i.e., Pre-Order, Post Order, or PO CR)

Weekly Summary

- Average days in program for participants in EM only
- Average cost in program for participants in Full Service
- Average days in program for participants by monitoring type by location
- Average cost in program for participants by monitoring type by location

Weekly Snap Shot

- Average days in program for participants in EM only
- Average cost in program for participants in Full Service
- Average days in program for participants by monitoring type roll-up
- Average cost in program for participants by monitoring type roll-up

Monthly Reports

Monthly Program Progress reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, EM technology levels, and significant events from each ESR office. The Contractor shall provide a summary of these reports to the CO via the HQ COTR.

- Report active participants at the end of the reporting month, total number of participants served over the month, year to date, and since program inception. The report should report the number of terminations (program wide), using codes provided by DHS for the reporting month, year to date, and since program inception. The monthly report should also report the number of grievances filed with the contractor for the reporting month, year to date, and since program inception. Additionally, the report should contain immigration court compliance rates: EOIR Hearings Scheduled, EOIR Hearing Attended, % of Compliance, Hearings of Final Decision (while participants are active), Hearings of Final Decision Ordered in Absentia (while participants are active), and % Attendance at Hearings of Final Decisions (while participants are active). The report should show both matrix and verbal descriptions of the above items. Lastly, the report should contain any issues the contractor deems necessary such as media inquiries, etc.
- G4S personnel roster
 - Name
 - Hire date
 - Job Title

- Office Location
- Date of EOD determination
- Date of Final Suitability Determination
- Initial training complete
- Date(s) of completion for refresher training
- Number of Supervision Specialists by location
- Average Monthly Participant Count by location
- Specialist Ratio to Participant
- Terminated personnel
- Contact information
- Standards of Conduct Certification
- Results of Initial Drug Screening
- Results of Random Drug Screening
- Training
- Results of Quality Control Reviews
- Program Director signature and date

Annual Report

At the conclusion of each period of performance the Contractor shall prepare an annual report. Information for the annual reports shall address, at a minimum:

- Program expectations compared to actual function in the previous twelve (12) months.
- Significant events
- Performance Measures such as Percentage of Appearances by ESR participants – Home visits, office reporting, Immigration Court; compliance of EM-only participants with monitoring requirements; Participants terminated from the program; absences without permission; media issues; necessary Administrative changes and Fiscal issues.
- Recommendations for Program Improvement

Ad Hoc Reports

The Contractor shall submit Ad Hoc reports to include but not limited to compliance data when requested by the government.

C.2.1.1.m. Facilities

The Contractor shall establish and maintain a Facility Plan that includes a detailed description of the office space and community integration. The Contractor shall provide office space adequate for all personnel, vehicles, and equipment needed in the performance of this contract. Contractor is responsible for all applicable Federal, State and local licensing requirements for zoning, building, fire, occupational health, safety and occupancy. The contractor will be responsible for utilities, maintenance, janitorial service, upkeep, and repair of office space acquired for the ESR Program.

The Contractor's ESR offices shall be within 50 miles of the ICE DRO offices.

The Contractor shall prepare an evacuation and alternate staging plan for use in the event of fire, major emergency or should the facility become unfit for its intended use. The Contractor shall review the plan annually, update as necessary, and reissue.

Criteria for Opening an Office

Occupy Building

- Fully executed lease and on file in Atlanta Corporate office
- G4S has taken possession of the keys to the office
- Any licenses or permits displayed in employee work area per state or local ordinance

Tenant Build-out Complete

- All construction has been completed in the office suite

Phone System Phase I

- Minimum of two working telephone lines in each office (main number and fax).
- There is an analog phone connected to the main telephone number that can receive incoming and initiate outgoing telephone calls.
- Separate telephone for participant in interview room for outbound calls only.
- DSL or Cable connection is operational and allows employees to access the internet and company servers.

Office Equipment/Fax/Printer

- The fax machine is connected to the fax line and is able to send and receive faxes.
- The printer is operational and allows employees to print from their laptop computers.
- Furniture is installed per original order;
- Each employee has desk and chair.
- Separate office available for participant interviews or conferences.
- Lobby area has adequate chairs and side table;

Vehicles Picked Up

- Company vehicles are in our possession and registered with state DMV.
- Gas cards assigned to each vehicle are working.

Security System

- Exterior door lock is installed and operational.
- Interior door between participant lobby and employee work space has a working lock mechanism and is closed and secured at all times.

Signage

- There is a G4S sign outside the exterior door where possible and permitted along with a sign stating the normal business hours of operation. (signs may be on order and need to be in compliance with building policy)

Local Resource Manual Completed

- A list of ICE approved NGO's (non-governmental organizations) is available to be distributed to ESR program participants

Stationery/Policies and Procedures

- G4S company letterhead is available for use by employees
- Participant handbooks available in English and translated languages
- Complaint forms available for participants
- Equipment user guides on site for ESR employees
- Company forms available either in hard copy or downloadable/printable
- Operations manual printed and available for easy reference for G4S employees

Meeting with Task Manager

- Personnel from the local G4S office have conducted an introductory meeting with the ESR task manager. Meeting agenda has been documented.

EOD Clearances

- At least two G4S employees who are available to conduct business in the G4S office have received their E.O.D. clearance from the DHS OPR.

Request for inspection

- Request for local Task Manager to review/inspect each office per above criteria

**Appendix 1 - Field Offices/Sub-Offices Receiving Full Service ESR
Base Year**

| FIELD OFFICE/SUB-OFFICES Receiving Full Service | AREA OF RESPONSIBILITY (AOR) | ELECTRONIC MONITORING (EM) LEVELS |
|--|---|--|
| Atlanta, GA | GA | 225 |
| Baltimore, MD | MD | 100 |
| Boston, MA | MA, NH, RI | 225 |
| Buffalo, NY | Upstate NY | 100 |
| Chicago, IL | IL, IN, KS, KY, MO, WI | 525 |
| Dallas, TX | North TX, OK | 625 |
| Denver, CO | CO, WY | 100 |
| Detroit, MI | MI, OH | 100 |
| El Paso, TX | Southwest TX, NM | 100 |
| Houston, TX | Southeast TX | 100 |
| Los Angeles, CA | Central CA | 500 |
| Miami, FL | FL, Puerto Rico, U.S. VI | 1,275 |
| Newark, NJ | NJ | 250 |
| New Orleans, LA | AL, AR, LA, MS, TN | 175 |
| New York, NY | The counties of Westchester, Putnam, Duchess, Ulster, Rockland, Nassau, Suffolk and the five (5) boroughs | 100 |
| Philadelphia, PA | DE, PA, WV | 175 |
| Phoenix, AZ | AZ | 100 |
| Salt Lake City, UT | UT, ID, MT, NV | 125 |
| San Antonio, TX | Central South TX | 100 |
| San Diego, CA | Southern CA | 125 |
| San Francisco, CA | Northern CA, HI, Guam | 625 |
| Seattle, WA | AK, OR, WA | 450 |
| St. Paul, MN | IA, MN, NE, ND, SD | 275 |
| Washington (Fairfax, VA) | DC, VA | 150 |
| Sub-Offices | | |
| Charlotte, NC | NC, SC | 125 |
| Hartford, CT | CT, VT, ME | 125 |
| Orlando, FL | The counties of Orange, Seminole, Volusia, Osceola, Brevard, Indian River, Lake, Marion and parts of Polk | 125 |

Total Base Year 7000 Participants

Appendix 2 - Terms and Definitions

The following terms and definitions are provided for background information of Contractor employees. Where a difference exists between these definitions and terms and Federal law, contracts or policy those laws, contracts and policies shall prevail.

Absconder

For ICE/DRO purposes, one who does not attend their removal hearing at the Immigration Court or who otherwise fails to appear for ICE appointments. See also Fugitive.

Admission

For DHS purposes, the lawful entry of a non-US citizen into the United States after inspection and authorization by an Immigration Officer.

Aggravated Felon

A non-US citizen who has committed an aggravated felony.

Aggravated Felony

An aggravated felony is defined in Section 8 USC § 1101(a)(43)(M) of the Immigration and Nationality Act. The definition covers a wide range of certain crimes such as: crimes of violence, sexually based offenses, illicit trafficking/possession of controlled substances, firearms or explosives; theft/robbery, child pornography, prostitution, passport offenses, counterfeiting/fraud/money laundering and various others. Aggravated felonies apply regardless of the time of conviction, whether they violated Federal or State law and apply to convictions in foreign countries when the sentence was completed within 15 years.

Area of Responsibility (AOR)

The geographical area associated with each Field Office or sub-office, and the corresponding area of coverage the Contractor provides at each service location.

Asylum

Protection from return to a country where the applicant was persecuted based on race, religion, nationality, and/or membership in a particular social group or political opinion. Asylum can be granted by the CIS Asylum Directorate, or by an Immigration Judge during removal proceedings.

Board of Immigration Appeals (BIA)

The appellate level of EOIR's removal hearing process. The component from which DHS receives final agency determination of an individual's removal proceedings appeal.

US Citizenship and Immigrations Services (CIS)

The component in DHS that is responsible for accepting, processing and deciding applications for visa eligibility and asylum, the naturalization of qualified Legal Permanent Residents, determining the citizenship of applicants claiming US citizenship and granting work authorization to qualified aliens.

US Circuit Court of Appeals

Hears appeals from the District Courts located within its circuit, as well as appeals from decisions of federal administrative agencies and specialized cases.

US Customs and Border Protection (CBP)

The component in DHS that is responsible for securing the United States Border, conducting Immigration and Customs operations in US air, land and seaports as well as the United States Border Patrol.

US District Court

The trial courts of the federal court system. Within limits set by Congress and the Constitution, the district courts have jurisdiction to hear nearly all categories of federal cases, including both civil and criminal matters.

Cancellation of Removal

A benefit granted by EOIR to qualified non-US citizens in removal proceedings. Results in the granting or retaining of Legal Permanent Resident status for that individual.

Contracting Officer (CO)

The designated DHS employee responsible for managing the contracting process and administration of the award. The federal government official that is authorized to approve or issue changes to the contract on behalf of the cognizant federal agency. Approval authority for Contract plans, policy and procedures.

Contracting Officer's Technical Representative (COTR)

The designated ICE employee responsible for monitoring day-to-day activities and technical aspects of the contract. COTRs can be responsible for a given service location at both the DRO Field Office and/or DRO Headquarters level.

Contractor

The entity that provides services described in this Statement of Work (SOW).

Conviction

For ICE purposes a formal adjudication of guilt entered by a court; or where a judge or jury has found the alien guilty, or the alien has entered a plea of guilty/no lo contendere or has admitted sufficient facts to warrant a finding of guilt.

DHS

Department of Homeland Security. The Executive Branch component that is responsible for the unified national effort to secure America, preventing and deterring terrorist attacks and protecting against and responding to threats and hazards to the nation, ensuring safe and secure borders, welcoming lawful immigrants and visitors, and promoting the free-flow of commerce.

Office of Detention and Removal Operations (DRO)

The component in DHS that is responsible for promoting public safety and national security by making certain through the enforcement of U.S. immigration laws that all removable aliens depart the United States.

Deportation/Removal

The physical departure from the United States of a non-US citizen at the conclusion of removal proceedings, after having been so ordered by an Immigration Judge, the Board of Immigration Appeals (BIA) or a ICE Deciding Official.

Deciding Official

A DHS employee expressly authorized by the Immigration and Nationality Act to determine certain non-US citizens' inadmissibility to or removability from the United States. A deciding Official also orders removal from the United States when inadmissibility/removability is established.

Electronic Monitoring Technology (EM)

A system using devices worn by ESR Participants or installed in Participants homes such as individual bracelets, sensors or receiving/transmitting devices which can be activated to interface with a remote system to create, monitor, catalog and exchange information and data to account for the Participant's movements and location.

Emergency

Any disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, natural disaster or other serious incidents.

Employment

Self, sporadic, temporary or permanent labor or occupation for compensation. Employment in the United States is authorized for non-US citizens who are Legal Permanent Residents (LPRs), or who have a valid Employment Authorization Document issued by ICE. Participation in the ESR Program does not require employment, nor authorize employment for those without proper authorization.

Enhanced Supervision/Reporting Program (ESR).

A core community-based supervision and reporting program for Participants that may otherwise be held in a secure facility, that focuses on reducing absconders from removal proceedings and improving the appearance rates of Participants at their Immigration Court hearings. The terms ESR, ESR Program and Enhanced Supervision/Reporting are used interchangeably throughout this document.

Enter on duty(EOD)

To begin employment. For the purposes of this contract this includes having a DHS suitability determination on file and having been granted written authorization by the ICE Headquarters COTR.

ESR Participant

A non-US citizen in removal proceedings being supervised in the ESR Program eighteen (18) years of age or older.

ESR Participant Records

Information concerning the individual's personal, criminal and medical history combined with behavior and activities while ESR Participants. ESR Participant Records include but are not limited to: photographs, disciplinary infractions and actions taken, Grievance Reports, Medical Records, employment history.

Executive Office for Immigration Review (EOIR)

The Executive Branch component within the US Department of Justice (DOJ) that consists of Immigration Judges within the Immigration Courts, and the Board of Immigration Appeals (BIA). EOIR conducts removal hearings for certain non-US citizens to determine if they may enter or remain in the United States. EOIR is independent of DHS components such as ICE, CBP and CIS. Commonly referred to as the "Immigration Court" or the BIA depending on the stage of the removal hearing process a Participant is in.

Expedited Removal (ER)

A form of deportation where applicants for admission at the United States border are ordered removed by a Deciding Official without a hearing after having committed fraud, falsely claimed United States citizenship or arrived without an Immigrant Visa. Aliens with an ER may still apply for asylum.

Facility

Offices and office space or other accommodation the Contractor chooses for employees while performing this contract.

Field Office

An ICE/DRO office located in a major metropolitan area.

Fugitive

An ICE fugitive is defined as an alien who has failed to depart the United States pursuant to a final order of removal, deportation or exclusion; or who has failed to report to a Detention and Removal Officer after receiving notice to do so.

Grievance

A written complaint filed by an ESR Participant concerning personal health/welfare or the operations and services of the Program.

Habeas Corpus

The right of a citizen to obtain a writ of habeas corpus as a protection against illegal imprisonment, and the legal proceedings in which DHS must respond when challenged in US District Court.

Health and Safety Assessment

A structured observation and/or initial health screening to identify any medical issues of ESR Participants.

US Immigration and Customs Enforcement (ICE)

The Component in DHS that is responsible for protecting America and upholding public safety by identifying criminal activities and eliminating vulnerabilities that pose a threat to our nation's borders, as well as enforcing economic, transportation and infrastructure security. By protecting our national and border security, ICE seeks to eliminate the potential threat of terrorist acts against the United States. ICE is comprised of four operational divisions: Office of Detention and Removal Operations (DRO), Federal Protective Service (FPS), Office of Intelligence and Office of Investigations (OI).

Immigrant Visa

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time (usually indefinitely) as an immigrant.

Immigration and Nationality Act

The Federal law beginning at 8 USC § 1101 that contains the authority and means for DHS to enforce United States immigration law.

Immigration Court

The locations provided by Executive Office for Immigration Review (EOIR) to have removal hearings.

Immigration Judge

Executive Office for Immigration Review (EOIR) Attorney appointed by the US Department of Justice Attorney General who conducts removal proceedings independent of ICE, CIS and CBP.

Inadmissible

Ineligible to enter or re-enter the United States, or to receive a visa from the US State Department, for a period specified in 8 USC § 1182 of the INA.

Individual Supervision Factors (ISF)

Information that the Supervision Specialist has collected in regards to the ESR Participant. These factors will be used to formulate the Supervision Plan and overall case Management.

Intake

Processing an individual into the ESR Program after presentation to the Contractor by ICE.

Legal Permanent Resident (LPR)

A non-US citizen who has been granted an Immigrant Visa to apply for entry or remain in the United States indefinitely. LPRs are authorized to work in the US and must show their Resident Alien Card as evidence. LPRs have certain forms of relief from removal available due to their immigrant status.

Medical Records

Medical records may be transferred and must be kept separate of the ESR Participant's supervision record. These records include medical examinations and diagnosis by a responsible physician or nurse, standing or direct medical orders of a physician. The following information shall be transferred into the Supervision Record: date and time of all medical examinations, and notes about standing or direct medical orders of a physician.

National

A person who is a citizen of the United States, or who owes permanent allegiance to the United States.

Naturalization

To confer the rights of a national on, to admit to citizenship. In the United States the process a qualified non-US Citizen follows to become a US Citizen.

Non-Immigrant Visa

Authorization from the US State Department to apply for entry or remain in the United States for a specified period of time and a specific purpose as a non-immigrant.

Office Manager

The on-site Contractor employee in each service location that is responsible to ICE for management and administration of the ESR Program. The Office manager is available 24/7.

Performance Work Statement (PWS)

Lists the tasks, deliverables, personnel, services, functions management, equipment, supplies and performance of work that constitute technical requirements of the contract. Statement of Work (SOW) and Performance Work Statement (PWS) are used interchangeably in this document.

Policy

A written statement and method of action that guides and determines present and future decisions and actions.

Private Bill

A special act of Congress that passes a public law specifically for a particular person. For DHS purposes a Private Bill usually bestows US citizenship, and sometimes grants Legal Permanent Resident status, for non-US citizens in removal proceedings.

Random Frequency

Not planned or scheduled. Also, as requested by ICE CO/COTR.

Ranges of Supervision (ROS)

The methods of supervising ESR Participants, including electronic monitoring, residence verification, unannounced home visits, Immigration Court schedule and travel document information. A matrix of the potential combinations of these methods that result in a range of possible ESR monitoring of an ESR Participant. ESR Participants are assigned a stage in ROS by the DRO case officer, and are adjusted as needed while participating in the Program.

Refugee

A non-US citizen to whom asylum may be granted; further: who is outside of his country of nationality or last habitual residence, and is unable or unwilling to return to that country because of persecution suffered based on race, religion, nationality, and/or membership in a particular social group or political opinion.

Release

Processing an individual out of the ESR Program after direction to the Contractor by ICE.

Removal Proceedings

The method of determining whether a non-US citizen may enter or remain in the United States. Removal proceedings can involve forms of Expedited Removal, but most commonly involve an EOIR final determination.

Statement of Work (SOW)

See Performance Work Statement (PWS).

Sub-office

A smaller DRO office located within the AOR of a DRO Field Office.

Supervision

The action, process, or occupation of supervising; especially: a critical watching and directing (as of activities or a course of action). For the purposes of this contract the ESR Program provides a supervision service to ICE/DRO.

Supervision Plan

The Plan containing detailed direction and activity focus for the ESR Participant, prepared by the Supervision Specialist taking into account the Individual Supervision Factors, ESR Participant's Range of Supervision, ESR Participant's history, Orders of Supervision and ESR Program success to date.

Supervision Specialist (SS)

A Contractor employee with case management and supervision plan responsibility in accomplishing the Enhanced Supervision/Reporting Program. This employee will be the point of contact for ESR Participants for performing the physical or electronic means of accounting for the Participant, creating the Supervision Plan and execution of procedures to achieve "enhanced" supervision in the Program. These duties will include residence verification, unannounced home visits, in-person reporting at the Contractor office and ensuring that ESR Participants provide travel document information.

Training

An organized, planned and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy or training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

Termination of Proceedings

An action requested of Immigration Judges by either party to cease removal proceedings with or without a final determination on the removal charge(s). Removal proceedings can be terminated without prejudice, with the ability to re-calendar the case before the court or terminated altogether.

Translator

One who mediates between speakers of a different language, or who renders written work into another language.

Unauthorized Absence

For the purposes of this contract when an ESR Participant is not present at an in-person office visit, ICE appointment or at their residence during scheduled curfew.

United States

For ICE purposes the territorial area of the United States is the continental United States, Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands.

United States Citizen (USC)

A person born in the United States and subject to its jurisdiction, born in the United States and a member of an Indian/Aleutian/Eskimo or other aboriginal tribe; also a person born outside the United States and its outlying possession of parents whom are citizens of the US. There are several other classifications covered in 8 USC § 1401 – Nationality and Naturalization of the Immigration and Nationality Act.

Voluntary Departure (VD)

Permission to depart voluntarily and at the alien's own expense, in lieu of or prior to the completion of removal proceedings. Qualified aliens who depart voluntarily are not subject to bars of inadmissibility associated with deportation/removal from the United States.

Appendix 3 - Detailed Electronic Monitoring Technology (EM) Specifications

1. Monitoring Equipment and Service Requirements

- 1.1 The Contractor shall own, warehouse, install monitor and reclaim all of the Electronic Monitoring Technology (EM) equipment as stated in this requirements document. Upon completion of the task order, the Government shall make ESR participants available for the Contractor to recover all monitoring and transmitting equipment. The Contractor shall be solely responsible for all coordination and any and all failures and deficiencies resulting from equipment or services provided to the Government under this task order. The Contractor shall provide replacement equipment for all monitoring/transmitting units that the Government determines to be defective.
- 1.2 The Contractor shall provide an Electronic Monitoring Technology/Systems (EM) that has no more than 3% downtime (or better). The Contractor shall provide EM equipment that has a verifiable test functions in the ESR participant's residence, from a monitoring center/system or a remote site.
- 1.3 The Contractor shall use FCC certified equipment that transmits or receives communications signals. Systems or equipment without FCC certification shall be deemed technically unacceptable and the fault of the Contractor to provide services under this contract. The Contractor shall provide a copy of the FCC certification for each component of the Electronic Monitoring Technology (EM) system for approval by the Contracting Officer/Headquarters COTR.
- 1.4 **Monitoring Equipment: Transmitter**

The Contractor shall provide FCC certified tamper resistant transmitters that are capable of being affixed to either an ESR Participant's ankle or wrist. This device shall be evaluated on the detailed specifications as further defined.

 - 1.4.1 *Transmitter Technology*

The contractor shall provide Radio Frequency and/or GPS technology, as directed by the local ICE COTR for ESR Participants. Transmitters shall communicate to the monitoring center either through a monitoring unit or directly via cellular transmission.

1.4.2 *GPS Systems Specifications*

The Contractor shall provide a system that meets or exceeds the GPS specifications as defined. The Contractor shall provide a Transmitter Satellite Tracking Unit that sends and/or receives signals from GPS satellites for use with GPS transmitters as specified in this Appendix. The Contractor shall provide GPS transmitters that have either Active or Passive tracking modes.

- a. GPS Transmitter Tracking Specifications
 - Active mode is defined as the ability to track the ESR Participant's whereabouts in virtually real time via satellite uplink through a monitoring system.
 - Passive mode is defined as the ability to track the ESR Participant's whereabouts via satellite downlink through transmission either through a monitoring unit or directly via cellular transmission to the 24/7 monitoring center
- b. GPS Transmitter Active Tracking Specifications. The Contractor shall provide GPS transmitters that are able to monitor the ESR Participant's whereabouts inside Exclusion and/or Inclusion zones.
 - Exclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant shall not enter.
 - Inclusion Zone is defined as a geographical area programmed as satellite coordinates into the tracking system that the ESR Participant is permitted to enter or shall remain within.
- c. Signal Range. The transmitter's signal range shall be no greater than 200 feet under normal household conditions with a typical maximum reception range of 0-150 feet depending on the monitoring configuration. The transmitter shall emit a composite radio frequency signal at least once every 30 seconds. The signal content shall identify the ESR Participant, power status, tamper/removal status and be encrypted to discourage duplication.
- d. Physical Characteristics. The transmitter shall be adjustable to fit the wrist or ankle of any size ESR Participant. The transmitter shall be capable of being affixed to the ESR Participant so that efforts to tamper with or remove the transmitter are obvious upon inspection. It shall be shock resistant, water and moisture proof, and function reliably under normal atmospheric and environmental conditions. The device should be comfortable and durable enough to withstand the strains of everyday wear which may consist of working, recreational activities, resting or sleeping. The transmitter shall not pose a safety hazard or unduly restrict the activities of the ESR Participant. The contractor shall provide Satellite Tracking Units that meet or exceed these same characteristics if the tracking unit is external to the GPS transmitter.
- e. The transmitter shall be tamper resistant and have features that reliably detect efforts to tamper with or remove the device.

- f. The transmitter shall not require an external battery. The transmitter shall have an internal power source capable of functioning continuously for at least six (6) months. It shall transmit a signal to indicate when its internal power supply is low. The Contractor shall provide replaceable power sources for use in the transmitter when the contractor becomes aware that such replacements are necessary. The Contractor shall install replacement power sources within 24 hours.

1.5 Monitoring Equipment: Monitoring Unit

The Contractor shall provide a monitoring unit that receives radio frequency signals from an ESR Participant-worn transmitter, and transmits data on the ESR Participant's monitoring status by telephone or cellular to a central monitoring system/facility operated by the Contractor.

1.5.1 Monitoring Unit Requirements

The monitoring unit shall include an internal clock to time/date stamp all detected monitoring events. The unit shall have a backup operation feature, backup power source and sufficient memory to store data if communication with the monitoring center is disrupted or AC power fails. If communications with the monitoring center are disrupted, the monitoring unit shall transmit stored data to the monitoring center as soon as communications are restored. The monitoring unit shall not pose a safety hazard to the participant or others and shall function reliably under normal environmental and atmospheric conditions. It shall include surge protection for electrical and communications interfaces.

- a. **Monitoring Unit Installation.** The Contractor shall install the monitoring unit in the ESR Participant's residence; activate both the transmitter device and the monitoring unit, within 18 hours of completing intake into the ESR program. Exceptions for extraordinary circumstances are to be coordinated with the local local DRO COTR or DRO Headquarters COTR.
- b. **Tamper Resistance and Notification Features.** The monitoring unit shall be equipped with a location feature and a tamper notification system that alerts the monitoring center of any attempts to enter the unit or alter the routine operation of the unit.
- c. **Portable Monitoring Unit.** The Contractor shall use a portable monitoring unit (Drive-by Unit) to verify the ESR Participant's presence at various locations by identifying the signal from the ESR Participant's transmitter. This portable unit shall be evaluated on the size of the transmitter signal detection range; ability to detect multiple transmitters; internal memory capacity; utility of collected data such as date/time of event, tamper detection and low transmitter power; portability of data and ability to upload data to a PC. The Contractor shall provide an identical portable monitoring unit to the DHS task manager for DRO Officer/Agent use in detecting ESR Participants' presence at various locations as needed.

- d. **Monitoring Unit Documentation.** The Contractor shall provide written documentation with instructions that enable a DRO Officer/Agent to use the portable monitoring and be familiar with the operation of transmitters and monitoring units. The Contractor shall provide ESR Participants with brochures explaining the operability EM equipment.

1.6 Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and transmitter in the event that unforeseen events require DRO to perform these tasks. At a minimum, one tool set shall be provided to each Office.

1.7 Spares and Maintenance

The Contractor shall maintain a sufficient inventory of Electronic Monitoring Technology as follows: to complete installations within 18 hours of intake; broken parts and replacement parts within 24 hours and supporting special operations. The Contractor shall maintain the inventory in good operating condition and arrange for prompt repair and replacement to meet the demands of the ESR Program.

1.8 Equipment and Service Upgrades/Improvements

Throughout the life of the task order, the Contractor shall provide the most recent generation of EM equipment. All equipment provided under this contract shall have completed final testing, FCC certification and be commercially available. All EM equipment and service upgrades or changes shall be submitted in writing, via the ICE Headquarters COTR, to the Contracting Officer for approval.

2. Central Monitoring Facility

The Contractor shall, at a centrally located monitoring system/facility, receive, store and disseminate information generated by the monitoring equipment and systems described in this document. The Contractor may choose the location of its monitoring system/facility. However, the Contractor's monitoring system/facility shall be located at a secure location where access to the center and all records is restricted only to authorized individuals. The Contractor shall establish an information exchange system within the monitoring center that send/receives information to/from the EM equipment.

2.1 Backup Monitoring System/Facility

The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a monitoring system malfunction. The DHS Headquarters COTR shall approve any change in the location of the monitoring center or any backup center in advance and in writing.

2.2 Security and Safeguards of Monitoring System Information

The Contractor shall maintain a physical facility compliant with all applicable Federal, State and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community. The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by

monitoring employees or other staff. The Contractor shall include a listing of the employees authorized to make changes or modify ESR Participant data or other agency program settings should the Supervision Specialist request this. The Contractor shall also detail how the Contractor determines and maintains this authorization to employees. The Contractor shall provide security codes to the DRO offices to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with a monitoring center employee.

2.3 Continuous Operation of Monitoring System

The Contractor staff shall be at the monitoring site and shall personally operate the monitoring system continuously 24 hours a day, 7 days a week. The monitoring center shall promptly detect and notify Supervision Specialists and/or DRO Officers of key event(s) as specified in Appendix 4 – Notification Schedule. In the event that remote access is temporarily inoperable, Contractor staff shall implement a contingency to manually provide data entry upon requests by Supervision Specialists and/or DRO Officers of all ESR Participant enrollments, schedule changes and other monitoring information requests and reports and otherwise respond to all inquiries from the above listed staff.

2.4 Monitoring System Architecture

The Contractor shall provide information on monitoring system architecture to include the hardware, software and power source(s). This shall include a description of contingency plans for ensuring continuous uninterrupted monitoring upon the occurrence of a monitoring component or system failure.

3. Key events for Electronic Monitoring Systems

To ensure compliance with electronic monitoring restrictions, the Contractor shall test for the location of ESR Participants at specific locations randomly. The Contractor shall notify the Supervision Specialist and/or DRO Officers of any or all of the following applicable key events:

- a. Unauthorized absence from ESR Participant residence
- b. GPS zone violations
 - o Failure to return to ESR Participant residence from a scheduled absence
 - o Late arrivals or early departures from ESR Participant residence
- d. Equipment (including, but not limited to Transmitter, Monitoring unit) malfunctions.
- e. Tampering with equipment.
- f. Loss of electrical power or telephone service.
- g. Location verification failure.
- h. Missed calls from the Monitoring Unit.

Upon the occurrence of any Key Event the monitoring system shall notify the Supervision Specialist and DRO case officer using the Notification Schedule (See Notification Schedule, Appendix 4). The Contractor shall comply with the notification schedule for all Detention and Removal offices. Notification parameters in the monitoring system shall not exceed five

(5) minutes. The Contractor's system shall be capable of providing for two or more simultaneous or time-delayed backup notifications by pager or telephone.

4. Remote Access to Monitoring System

The contractor shall provide officers a remote access capability via the Internet for accessing the monitoring system to view, print, download, and enter/modify participant monitoring information. The contractor shall provide one or more additional definable fields to allow for local customization of the system to accommodate a Field Office's desire to input and maintain other information as needed. The system shall have the ability to query the database by any field, to sort by any field, and to search on any field. Downloadable data shall be in a format that is compatible for use with Microsoft Access.

The remotely accessible system shall minimize user interaction whenever possible. Utilization of a scheduled batch facility for automatic off-hours production of reports is one example of minimized user interaction. The system shall also keep a behind-the-scenes historical transaction record of up to ten updates. The transaction log shall record the login ID and date of update for a minimum of 90 days.

The remotely accessible system shall provide a separate DRO/HQ management/supervisor interface.

The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to participant data. The system shall use the most current monitoring systems at multiple levels (e.g., firewall, database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4.1 Remotely Accessible Database

The Contractor's remotely accessible database shall be compatible for use with Microsoft Access and shall provide a minimum number of database fields (specified below). The Government reserves the right to reasonably increase the number of fields at no additional cost. The following minimum specification for database fields, functions, and reports are as follows:

a. Database Fields:

- Participant ID
- Last Name
- First Name
- Alien Registration Number
- Alias
- Participant type (e.g., pre-order, POOCR)
- Date of Birth
- Sex
- Office location

- Country of birth
 - Language spoken
 - Address
 - City, State
 - Zip code
 - Phone #
 - Phone #2
 - Time Zone
 - Daylight savings
 - Customizable Fields
 - Transmitter ID
 - a. Transmitter status
 - b. Monitoring Unit ID
 - c. Monitoring Unit configuration
 - d. Monitoring Unit status
 - e. Case officer name
 - f. ESR Participant schedule
 - i. Schedule overview
 - ii. Leave (out of range) date/time
 - iii. Enter (in range) date/time
- b. Event History of ESR Participant transactions
- Date
 - Event time
 - Receive time
 - Alarm events
 - Equipment type
 - Event group
 - Equipment status
- c. Equipment Inventory
- Transmitter ID's
 - Monitoring Unit ID's

4.2 COTR Remote Access

The contractor shall provide the COTR remote access to the Monitoring System. The following items shall be monthly extractions available for remote viewing and downloading by the COTR:

- Installations/terminations by Field Office and immigration status of the ESR Participant at the point of termination.
- Actively monitored ESR Participants at the end of each month.
- ESR Participant schedule changes and alerts by Field Office and case type.
- Transmitters returned for repair and the repairs made.

- Time taken by monitoring center staff to answer Supervision Specialists' calls.
- Alerts of specific Key Events.
- Calls to Supervision Specialists.

4.3 Telephone Access to the Monitoring Facility

The Contractor shall provide a toll-free telephone number for Supervision Specialists to call the Monitoring Center for technical support or assistance in entering, changing, or obtaining monitoring data. The maximum holding time for calls to the monitoring center for any purpose shall not exceed one minute.

4.4 Database Functions/Reports

- New ESR Participant Enrollments – Supervision Specialists shall complete a new ESR Participant enrollment including relevant personal information for each participant, including name, address, alien registration number, telephone number(s), equipment serial numbers, case officer name, schedule curfew information and other pertinent information necessary to activate monitoring. The system must allow for, and differentiate between Temporary and Permanent schedules.
- Data/Schedule Changes – Supervision Specialists shall be able to have direct access to make participant data and/or changes without the need for faxing or monitoring operator input.
- Caseload Review – A listing of all ESR Participant names, associated transmitter/receiver serial numbers, the current real-time status of the ESR Participant referencing the single most recent event that was reported for each ESR Participant. Additional detail shall be available real-time events as they occur for each participant.
- Supervision Specialist Caseload Report – A report that provides the current participant list of a Supervision Specialist's assigned cases.
- Event/Report Analysis – Supervision Specialists shall be able to review real-time monitoring events as they occur, generate historical and analysis of events on-screen and download reports as needed.
- Terminate ESR Participants – Supervision Specialists shall be able to terminate monitoring on any ESR Participant on their caseload, once directed by the DHS task manager.
- Daily Summary Report – A chronological list of all ESR Participants' activities including date and time of occurrence based on the report dates requested. The report shall include ESR Participant name, complete activity schedule, monitoring center comments, reference to any Key Events, and equipment configuration.
- Equipment Utilization Report – A report that shows by equipment ID.

5. Multi-lingual telephonic voice verification reporting system shall be provided.

a. System must operate 24/7 and be tied directly in the contractor-owned monitoring center.

b. Desired languages at a minimum are English, Spanish, Chinese (Mandarin, Cantonese, Fuzhou), Creole (Haiti), Vietnamese, Cambodian, Lao (Laos), Russian, Arabic, Hindi (India), Urdu (Pakistan), Portuguese, Canjobal/Quiche (Guatemala), Somali, Hindi/Bengali (India)

c. The Contractor shall implement policies and procedures prohibiting ESR Participants from using cellular/tracphones to access the telephonic reporting system.

Appendix 4 - Notification Schedule

| <u>Key Event</u> | <u>Notification</u> | <u>Timeframe</u> |
|---|--|--------------------------------------|
| GPS Zone violation | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Unauthorized Absence | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Late Arrival | Supervision Specialist | Immediate – 24/7 |
| Transmitter/Monitoring Unit Tamper | Supervision Specialist DRO Case Officer | Immediate – 24/7 Immediate – 24/7 |
| Missed call-in from Monitoring Unit | Supervision Specialist | Immediate – 24/7 |
| Monitoring Unit Location Verification Failure | Supervision Specialist | Immediate – 24/7 |
| Missed Home Visit | Supervision Specialist DRO Case Officer | Immediate – 24/7 |
| Missed Office Visit | Supervision Specialist DRO Case Officer | Immediate – 24/7 |
| Missed Travel Document Action/Appointment | Supervision Specialist DRO Case Officer | Immediate – 24/7 |

Appendix 5 – Deliverables Schedule

The Contractor shall adhere to all requirements of SOW deliverables to include:

| Description | Copies | Delivery Time | Frequency | SOW Reference |
|--|--|---|---|----------------------|
| Operations Plan (including all components) | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | Update as needed or if no changes, verify annually | C.2.1.1 |
| Transition Plan * | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | One Time Transition | C.2.1.1.b |
| Key Personnel Resume * | Three (3) paper and minimum of one (1) on Electronic Media | Prior to Notice to Proceed | Prior written concurrence from CO for appointment and replacement | C.2.1.1.i |
| Staffing Plan * | Five (5) paper and minimum of one (1) on Electronic Media | 30 days from Award of Contract for approval | Update as needed or if no changes, verify annually | C.2.1.1.i |
| Employment Suitability Packages * | As required by DHS Security | 45 days prior to EOD | As needed | C.2.1.1.i |
| Training Completion Report* | One (1) on Electronic Media | Monthly, by the 5 th business day of the month | Monthly | C.2.1.1.i |
| Employee Roster | One (1) on Electronic Media | Monthly, by the 5 th business day of the month | Monthly | C.2.1.1.i |
| Incident Reports * | 1 – Task manager 1 – HQ COTR | Verbal – immediate Written – with-in 24 hours | Upon Occurrence | C.2.1.1.1 |
| Weekly Reports * | One (1) on Electronic Media | Monthly, by the 5 th business day of the following week. | Weekly | C.2.1.1.1 |
| Monthly Reports * | One (1) on Electronic Media | Monthly, by the 5 th business day of the following month | Monthly | C.2.1.1.1 |
| Annual Report * | 5 Hard and minimum of one (1) on Electronic Media | 30 days after the Period of Performance Completion | Annually | C.2.1.1.1 |

* Components of Operations Plan

Appendix 6 - Required Security Clause Sensitive/Unclassified Contracts

SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCEOP-06-D-00006 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for 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 Personnel Security Unit. 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 Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
2. 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. or its replacement*. 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).

**Attachment B:
Change Page 52**

Deliveries or Performance

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER | TITLE | DATE |
|-----------|-----------------------------------|----------|
| 52.247-33 | F.o.b. Origin, with Differentials | FED 2006 |

(End of clause)

F.2 Term of Contract

The contract shall be effective as of the execution date and shall continue through one years (12 months), In addition two (2) one-years option may extend the period of performance to a total of three years (36 months).

(End of clause)

F.3 Principal Place of Performance

The effort required under this contract shall be performed at:

27 locations identified in the CLINs in section B-1 Fixed Rates for Services – Indefinite Delivery / Indefinite Quantity Contract

(End of clause)

**Attachment C:
Change Page 53 – 53.1**

G.1 Invoicing

The contractor shall submit one (1) original invoice to the Office of Acquisition and one (1) copy to the Program Office POC, both identified below. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center. Erroneous or improper invoices shall be returned to the vendor within seven days of receipt in accordance with the Prompt Payment Act.

One(1) original:

Department of Homeland Security
Immigration and Customs Enforcement
ATTN: Patryk Drozd
Office of Detention and Removal
425 I Street, NW Suite 2208
Washington DC, 20536

One(1) copy:

Department of Homeland Security
Immigration and Customs Enforcement
ATTN: Roxanne Dzur
Office of Detention and Removal
425 I Street, NW Suite 6260
Washington DC, 20536

Please note: the Contractor shall not mail an invoice directly to the Dallas Finance Center. DFC will not accept any invoices without certifying products/services received and accepted and signing the original invoice by both the receiving officer and the Contracting Officer. The signed invoice shall be forwarded to the Contracting Officer/Contract Specialist for authorization of invoice payment.

For inquiring payment status, the Contractor may call the DFC customer service at 214-915-6161, or by fax at 214-915-6262, between 7:30 a.m. and 4:30 p.m., Monday thru Friday CST. Email address is customerservice.dfc@dhs.gov

As specified in FAR 32.9059(a)(1), a proper invoice must include the following items:

- (i) Name and address of the contractor.
- (ii) Invoice date and invoice number. (Contractors should date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The contractor must include its TIN on the invoice only if required by agency procedures. (See 4.9 TIN requirements.)
- (ix) Electronic funds transfer (EFT) banking information.
 - (A) The contractor must include EFT banking information on the invoice only if required by agency procedures.
 - (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 must have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), 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.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

For questions regarding this order:

Contracting Officer: Patryk Drozd; Tel.#: (202) 305-

COTR: Roxann Dzur, Tel.#: (202) 616-

Alternative COTR: Joe Sifuentez, Tel #: (202) 616-

b6

(End of clause)

**Attachment D:
Change Page 56**

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those supplies that it will not manufacture or to which it will not contribute significant value.

(c) The Contractor shall insert the substance of this clause, less paragraph (b), in all subcontracts for other than: acquisitions at or below the simplified acquisition threshold in FAR Part 2; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

(End of clause)

I-47 Ordering. (OCT 1995) 52.216-18

(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 during the effective period of performance.

(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 by facsimile, or by electronic commerce methods by the Contracting Officer.

(End of clause)

I-48 Order Limitations. (OCT 1995) 52.216-19

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 10% of the base year contract amount, 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 140% of the total award amount;

(2) Any order for a combination of items in excess of 140% of the total award amount; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (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 30 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.

(End of clause)

**Attachment E:
Change Page 66**

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.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (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

___ (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.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of provision)

I-55 Key personnel or facilities. (DEC 2003) 3052.215-70

(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:

Mr. Robert L. Thomas Jr.
ESR Project Director

(End of clause)

**Attachment F:
Change Page 68 - 69**

(c) The COTR(s) for this contract are identified as:

Roxanne Dzur
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-616- [b6]

Alternate COTR
Joe Sifuentez
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-616- [b6]

The CO for this contract is identified as:

Patryk Drozd
Immigration and Customs Enforcement
425 I Street, NW
Washington DC 20536
202-305- [b6]

(End of clause)

I-61 Information Technology Systems Access for Contractors 3052.237-71

**INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS
(NOV 2004) (Deviation)**

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,

(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

(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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

03/06/2008

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
Washington DC 20536

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

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

G4S GOVERNMENT SERVICES
30201 AVENTURA
RANCHO SANTA MARGARITA CA 926882049

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEOP-07-D-00006

10B. DATED (SEE ITEM 11)

CODE 9686899010000

FACILITY CODE

09/11/2007

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.

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

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

D. OTHER (Specify type of modification and authority)

X FAR 52.243-4 Changes

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: 968689901

The purpose of this modification is to provide clarification on the invoicing and reporting instructions, to name the new ESR Program Director as Robert L. Thomas Jr., to name a new COTR and alternate COTR, to establish the IDIQ parameters, establish criteria for opening of full service offices, and to correct typographical errors:

1) In the Statement of Work(SOW), section C.2.1.1.1: Reports is revised, section C.2.1.1.b: Transition is revised, section C.2.1.1.m: Facilities is revised to include criteria for opening of full service offices, the Local COTRs are changed to Task Managers and some typographical errors in the SOW are corrected, replace the entire SOW with the attached SOW.

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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEOP-07-D-00006/P00001

| | |
|------|----|
| PAGE | OF |
| 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR
G4S GOVERNMENT SERVICES

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>2) In clause F-3 Principal Place of Performance, the number of locations is changed to read 27. Replace page 52 of 71 of the contract with the attached change page.</p> <p>3) In clause G-1 Invoicing, invoicing instruction are clarified. Replace page 53 of 71 of the contract with the attached change page.</p> <p>4) In clause I-47 Ordering, the phrase "orders may be issued orally" is removed from the clause. Replace page 56 of 71 of the contract with the attached change page.</p> <p>5) In clause I-48 Order Limitations, the minimum and maximum quantities are established. Replace page 56 of 71 of the contract with the attached change page.</p> <p>6) In clause I-55 Personnel or Facilities, replace the current named ESR Project Director with Robert L. Thomas Jr. Replace page 66 of 71 of the contract with the attached change page.</p> <p>7) In clause I-59 Contracting Officer's Technical Representative, Roxann Dzur is named as the COTR and Joe Sifuentez as the alternate COTR. Replace page 68 of 71 of the contract with the attached change page.</p> <p>8) In clause I-60 Organizational Conflict of Interest, remove the provision in its entirety. Replace pages 68 and 69 of 71 of the contract with the attached change pages.</p> <p>9) All other terms and conditions shall remain in full force and effect.</p> <p>Period of Performance: 09/25/2007 to 09/24/2008</p> <p>.</p> <p>ATTACHMENTS</p> <p>Attachment A: Statement of Work</p> <p>Attachment B: Change page 52</p> <p>Attachment C: Change page 53 - 53.1</p> <p>Attachment D: Change page 56</p> <p>Attachment E: Change page 66</p> <p>Attachment F: Change page 68 - 69</p> | | | | |



**U.S. Immigration
and Customs
Enforcement**

4 SEP 2008

**GJS JUSTICE SERVICES
30201 AVENTURA
RANCHO SANTA MARGARITA CA 92688-2049**

Dear Mr. Carson,

The purpose of this correspondence is to inform you that the US Government intends to exercise its option under contract HSCEOP-07-D-00006 in accordance with contract clause FAR 52.217-9, "Option to Extend the Term of the Contract". The term of this contract will be extended from 09/25/2008 – 09/24/2009.

This notice constitutes a preliminary notice and will not be deemed to commit the US Government to renewal of this contract. A formal modification will be issued to extend this contract in accordance with the time requirements in the contract clause.

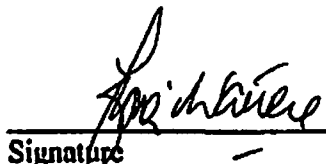


DAVID S. VROOM
CONTRACTING OFFICER

Contractor Acknowledgement / Receipt of Notification



FIONA WALTERS CHIEF MARKETING OFFICER
Print Name and Title



Signature

9/5/08

Date

Vroom, David

From: Fiona Walters [REDACTED] b6
Sent: Friday, September 05, 2008 2:57 PM
To: Vroom, David
Cc: Gary Melnick
Subject: signed ICE preliminary notice.pdf - Adobe Acrobat Standard
Attachments: signed ICE preliminary notice

David

Further to your correspondence with Leo Carson I attach our signed preliminary notice in regard to the Government's intention to exercise its option under contract HSCEOP-07-D-00006.

We look forward to receiving the formal contract modification in due course.

Kind regards

Fiona

Fiona Walters
Chief Marketing Officer
G4S Government Services

Tel: 1 800 589 6003 x [REDACTED] b6
Direct: 1 770 615 [REDACTED] b6
Fax: 1 949 271-4181
Cell: 1 949 350 [REDACTED] b6

www.g4s.com

Vroom, David

From: Leo Carson [b6]
Sent: Thursday, September 04, 2008 10:53 AM
To: Vroom, David
Subject: RE: Notice of Intent to exercise First Option Period of HSCEOP-07-D-00006 ESR

Thank you Mr. Vroom – G4S appreciates the opportunity to renew and will have this processed and sent back.

Thank you in advance - please advise,
 Leo

Leo Carson
 Vice President, Strategic Sales
 G4S Justice Services, Inc.
 Direct Dial: (1) 888 843 [b6]
 Fax: (1) 800 327 1178
 Email: [b6]
 www.g4s.com

30201 Aventura, Rancho Santa Margarita, CA 92688, USA

 Please consider the environment before printing this email

This company is part of the Group 4 Securicor group of companies. This communication contains information which may be confidential, personal and/or privileged. It is for the exclusive use of the intended recipient(s). If you are not the intended recipient(s), please note that any distribution, forwarding, copying or use of this communication or the information in it is strictly prohibited. Any personal views expressed in this e-mail are those of the individual sender and the Company does not endorse or accept responsibility for them. Prior to taking any action based upon this e-mail message, you should seek appropriate confirmation of its authenticity. This message has been checked for viruses on behalf of the Company.

size=2 width="100%" align=center tabindex=-1>

From: Vroom, David [mailto:[b6]]
Sent: Thursday, September 04, 2008 10:49 AM
To: Leo Carson
Subject: Notice of Intent to exercise First Option Period of HSCEOP-07-D-00006 ESR

Good morning Mr. Carson:

Attached please find our letter (notice of intent) informing you that the government intends to exercise the first option period for contract number HSCEOP-07-D-00006. Please review, complete the acknowledgement at the bottom of the letter, and then scan and return to me by email. Thank you.

Very Respectfully,

David S. Vroom

Office of Acquisition Management
 Immigration and Customs Enforcement
 202.307 [b6] (p)
 202.616.1512 (fax)
 email: [b6]

Warning: This document is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). Please do not forward without the author's consent. This document may contain procurement sensitive information and should be treated in accordance with FAR 3.104. It may contain information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official. No portion of this document/report should be furnished to the media, either in written or verbal form.

9/4/2008

**DETERMINATION OF RESPONSIBILITY
EXERCISE OF OPTION 1
CONTRACT NO. HSCEOP-07-D-00006
G4S GOVERNMENT SERVICES
ELECTRONIC SUPERVISION REPORTING (ESR) PROGRAM**

In accordance with FAR Clause 52.217-9 Option to Extend the Term of the Contract (MAR 2000), the government proposes to exercise Option Period One for the period 25 September 2008 through 24 September 2009, of the G4S Government Services contract for Immigration and Customs Enforcement.


FINDINGS

It is anticipated that Modification P00003 will be issued against Contract No. HSCEOP-07-D-00006, to exercise Option Period One based on the following:

- a. No funding is required for base IDIQ.
- b. The services provided by this contract fulfill an existing and ongoing Government need and is required to be on a continuous basis.
- c. Exercising of Option Period One is the most advantageous method of fulfilling the Government's need, price and other factors considered.
 - (1) The basic contract period was awarded utilizing negotiation procedures and, at time of award, the prices were determined to be fair and reasonable.
 - (2) Two options were evaluated as part of the initial contract and were determined to be fair and reasonable.
 - (3) Results of informal market analysis indicate that prices were currently substantially the same; therefore, recompeting the requirement would not result in a price reduction.
 - (4) Exercising the option will reduce procurement administrative lead-time, in addition to the need to maintain continuity of operations as well as potential costs savings associated with the contractor's continued performance over the life of the contract.
- d. G4S Government Services is not listed on the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" as of 4 September 2008.

DETERMINATION

Based on the information provided above, G4S Government Services is responsible within the meaning and intent of FAR 9.104-1; therefore, I have determined that it is in the best interest of the government to exercise Option Period One, of Contract No. HSCEOP-07-D-00006, for period of 25 September 2008 through 24 September 2009.


NANCY MAPLES-REMLEY
Contracting Officer
Date: *September 10, 2008*

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by
Exact Name : G4S JUSTICE SERVICES, INC or LEO CARSON
 As of 04-Sep-2008 9:43 AM EDT
 Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757

CCR Detail Search Results

Not to be used as certifications and representations. See ORCA for official certification.

Current Registration Status: Active in CCR; Registration valid until 11/06/2008.

DUNS: 968689901

DUNS PLUS4:

CAGE/NCAGE: 3DSA1

Legal Business Name: G4S JUSTICE SERVICES, INC.

Doing Business As (DBA):

Division Name:

Division Number:

Company URL: <http://www.securicor.com/us-ems>

Physical Street Address 1: 30201 AVENTURA

Physical Street Address 2:

Physical City: RCHO STA MARG

Physical State: CA

Physical Foreign Province:

Physical Zip/Postal Code: 92688-2049

Physical Country: USA

Mailing Name: G4S JUSTICE SERVICES, INC.

Mailing Street Address 1: 30201 AVENTURA

Mailing Street Address 2:

Mailing City: RANCHO SANTA MARGARITA

Mailing State: CA

Mailing Foreign Province:

Mailing Zip/Postal Code: 92688-2049

Mailing Country: USA

Business Start Date: 11/14/2001

CORPORATE INFORMATION**Type of Organization**

Corporate Entity, Not Federal Tax Exempt
(State of Incorporation is DE)

Business Types/Grants

77 - Service Provider

MF - Manufacturer of Goods

VN - Contracts

GOODS / SERVICES**North American Industry Classification System (NAICS)**

334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing

334290 - Other Communications Equipment Manufacturing

561621 - Security Systems Services (except Locksmiths)

Standard Industrial Classification (SIC)

3663 - RADIO & TV COMMUNICATIONS EQUIPMENT
7382 - SECURITY SYSTEMS SERVICES

Product Service Codes (PSC)

Federal Supply Classification (FSC)

6350 - Miscellaneous Alarm, Signal, and Security Detection Systems

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

--- ---

| North American Industry Classification System (NAICS) | | | |
|--|---|-----------------------|--------------------------------|
| The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process. | | | |
| NAICS Code | Description | Small Business | Emerging Small Business |
| 334220 | Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing | Yes | No |
| 334290 | Other Communications Equipment Manufacturing | Yes | No |
| 561621 | Security Systems Services (except Locksmiths) | Yes | No |

CCR POINTS OF CONTACT

Government Business Primary POC

Name: LEO CARSON

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Zip/Postal Code: 92688

Country: USA

U.S. Phone: 800-589-6003

Non-U.S. Phone:

Fax: 800-327-1178

Government Business Alternate POC

Name: DANIEL MCPHEE

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Zip/Postal Code: 92688

Country: USA

U.S. Phone: 800-589-6003 Ext.232

Non-U.S. Phone:

Fax: 800-327-1178

Past Performance Primary POC

Name: DOMENIC PRINZIVALLI

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Past Performance Alternate POC

Name: DOMENIC PRINZIVALLI

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Zip/Postal Code: 92688
Country: USA
U.S. Phone: 800-589-6003 Ext.200
Non-U.S. Phone:
Fax: 800-327-1178

Zip/Postal Code: 92688
Country: USA
U.S. Phone: 800-589-6003 Ext.200
Non-U.S. Phone:
Fax: 800-327-1178

Electronic Business Primary POC

Name: DOMENIC PRINZIVALLI

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Zip/Postal Code: 92688

Country: USA

U.S. Phone: 800-589-6003 Ext.200

Non-U.S. Phone:

Fax: 800-327-1178

Electronic Business Alternate POC

Name: DOMENIC PRINZIVALLI

Address Line 1: G4S JUSTICE SERVICES, INC.

Address Line 2: 30201 AVENTURA

City: RANCHO SANTA MARGARITA

State: CA

Foreign Province:

Zip/Postal Code: 92688

Country: USA

U.S. Phone: 800-589-6003 Ext.200

Non-U.S. Phone:

Fax: 800-327-1178

DETERMINATION AND FINDINGS

EXERCISE OF OPTION

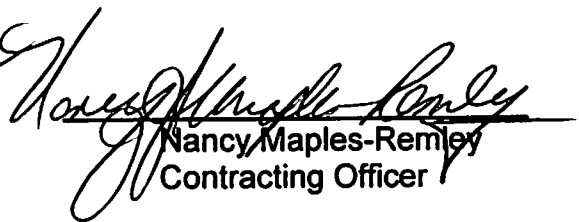
The Department of Homeland Security, Immigration and Customs Enforcement, proposes to exercise Option I in Contract Number HSCEOP-07-D-00006 for the Electronic Supervision Reporting (ESR) program. The period of performance for the first option period is 25 September 2008 through 24 September 2009.

1. The requirement covered by the option fulfills an existing need of the Government, was approved prior to award of the contract, and was made a part of the contract.
2. The option was not synopsisized in accordance with FAR 5.202 (a) (6).
3. No funds are required. A fully funded Task order will be issued. The contract is a "D" type contract.
4. The option (negotiated) amount was evaluated as part of the initial price for the option year, and the award amount is the same as that specified in the contract.
5. The exercise of the option is considered most advantageous to the Government, price and other factors considered. This determination is based on the following:
 - a. Determination of reasonableness of the negotiated amounts was based on estimated contract price, inclusive of the options.
 - b. Award of the contract was made under a competitive full and open acquisition.
 - c. The Government has a need for continuity of these services. Any possible price benefits that may be available through a new award would not compensate for the disruption of this program, which must be in conformance with current Army regulations.
 - d. If an organization other than G4S Government Services were to provide the required services, the Army would be faced with an inexperienced contractor whereby the problem of acquisition, training and retention of experienced and knowledgeable personnel would not exist.

Based upon the above, it is not in the Government's best interest to reprocure for these services, which are presently being performed by a contractor that has performed satisfactorily, and at the lowest, reasonable cost to the Government.

DETERMINATION

Pursuant to the contract and based on the findings set forth above, the undersigned hereby determines that the exercise of the option is most advantageous to the Government and may be properly exercised pursuant to FAR 17.207.

DATE: September 12, 2008 
Nancy Maples-Remley
Contracting Officer

HOMELAND SECURITY ACQUISITION MANUAL

DEPARTMENT OF HOMELAND SECURITY REVISIONS TO HSAM CHAPTER 3004 - ADMINISTRATIVE MATTERS AND HSAM CHAPTER 3007 – ACQUISITION PLANNING

This HSAM Notice is being transmitted to all DHS Heads of Contracting Activities and Acquisition Leads. PLEASE DISSEMINATE TO WIDEST POSSIBLE AUDIENCE - ACQUISITION STAFF, FINANCIAL PERSONNEL, CUSTOMERS, PURCHASE CARDHOLDERS, ETC.

Introduction: This notice provides revisions to HSAM Subchapter 3004.70, Review and approval procedures and Subchapter 3007.103, Agency-Head responsibilities. This notice is issued in accordance with HSAM 3001.301-70(a). The changes are integrated into the electronic HSAM version at www.dhs.gov and DHS Online. The HSAM changes are as follows:

CHAPTER 3004 ADMINISTRATIVE MATTERS

(1) **Subchapter 3004.7000(b)** is revised to read:

(b) This subchapter does not apply to acquisitions made under FAR Parts 8, 13, 17.5 or 41. However, see HSAM Subchapter 3004.7003(c) regarding legal reviews and Subchapter 3004.7003(e) regarding OCPO acquisition reviews and approvals which may include actions under FAR Parts 8, 13, 17.5 or 41.

(2) **Subchapter 3004.7003(c)** is revised to read:

(c) Legal review:

(1) Proposed solicitations, contract awards, contract modification awards, and intragovernmental transactions (intra/inter-agency agreements) expected to exceed \$500,000 shall receive prior legal review for sufficiency. This amount may be increased by the HCA in coordination with the OE's legal counsel.

(2) For the DHS HQ Office of Procurement Operations (OPO), the HCA will coordinate with the DHS Headquarters General Counsel.

(3) Modifications where the sole purpose is to extend the term of the contract and where the basic contract was reviewed by legal counsel are exempted from this review.

Exercise Option 1 Checklist

Contract Number: HSCEOP-07-D-00006

Description: ESR – Electronic Supervision Reporting (ESR)

| TABS | DESCRIPTION OF ACTION | CHECK WHEN COMPLETED |
|-------|---|------------------------|
| TAB 1 | Issue a letter asking the User if they desire to exercise the option 90 days before expiration of the existing contract. | NO |
| | Have you received the response back from the user to exercise the option? If the user does not intend to exercise the option, ensure you have received the unsatisfactory performance documentation and have sent the contractor a letter no less than sixty (60) calendar days prior to current contract expiration of the Government's intent not to exercise the option. You should stop use of this checklist if the user does not intend to exercise the option, otherwise continue. | G-514 8/21/2008 |
| | Have you received the Satisfactory Performance Letter from the user? G514 ? DROHATD00006 | 9/11/2008 8/27/2008 |
| TAB 2 | Issue the Notice of Intent to Exercise the Option and, if applicable, issue a letter to the contractor regarding Responsibility | 9/4/2008 |
| | Has the contractor endorsed & returned the Notice of Intent to Exercise the Option and, if applicable, the information request by the letter of Responsibility? | 9/5/2008 |
| TAB 3 | If the present contract contains a Collective Bargaining Agreement, has a copy been included in the file? (FAR 22.1002(b)) | N/A |
| | Was an SF Form 98 requested for extension or exercise of option over \$3000.00? (FAR 22.1007(b)) | N/A |
| | Current insurance and bonding certificates, if applicable. | N/A |
| TAB 4 | The D&F for Responsibility must be completed before exercising the option (see FAR 9.103 and it includes the following: (a) The contractor has adequate financial resources to perform the contract, or the ability to obtain them as specified in (FAR 9.104-3(b)); (b) The contractor is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments; (c) Have a satisfactory performance record; (d) Have a satisfactory performance record of integrity and business ethics; (e) Have the necessary organization, experience, accounting and operation controls, and technical skills, or the ability to obtain them (including, as appropriate such elements as production control procedures, property control systems, QA). (f) Have the necessary production, construction, and technical equipment and facilities or the ability to obtain them. (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (FAR 9.104-1 (a) - (g)) | 9/10/2008 |
| | List of Parties Excluded from Federal Procurement and Non-procurement Programs and CCR (FAR 9.405) | CHECK - 9/4/2008 |

| | | |
|----------|--|-----------------|
| TAB 5 | <p>Have you completed the D&F to Exercise the Option to include the following: (IAW FAR 17.207 (c)- (g))?</p> <ul style="list-style-type: none"> • Funds are available • The requirement covered by the option fulfills an existing | YES 9/10/2008 |
| | <p>Government need</p> <ul style="list-style-type: none"> • The exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered and take into account the Government's need for continuity of operations and potential costs of disrupting operations • The option was synopsised in accordance with Part 5 unless exempted by FAR 5.202. • And include one of the following: • An informal analysis of prices or an examination of the market indicates that the option price is better than prices available in the market or that the option is the more advantageous offer. OR • The time between the award of the contract containing the option and the exercise of the option is so short that it indicates the option price is the lowest price obtainable or the more advantageous offer. The contracting officer shall take into consideration such factors as market stability and comparison of the time since award with the usual duration of contracts for such supplies or services. • Remember: before exercising an option, the KO shall make a written determination for the contract file that exercise is in accordance with the terms of the option, the requirements of FAR Part 17.207 and Part 6. To satisfy the requirements of Part 6 regarding full and open competition, the option must have been evaluated as part of the initial competition and be exercisable at an amount specified in or reasonably determinable from the terms of the basic contract. | |
| TAB 6 | Legal review. | <i>Exempted</i> |
| TAB 7 | Modification and FPDS. | |
| Reminder | <p>Have you considered the following while preparing your Modification:</p> <ol style="list-style-type: none"> The authority cited in the option modification should be the option clause as it appears in the contract. Review the option clause in the contract to make sure the dates are correct to include the option dates. <p>Do you have your funding document for the next FY? If so, you can issue the Delivery Order or "P" Mod for next year!</p> | |

Vehicles Picked Up

- Company vehicles are in our possession and registered with state DMV.
- Gas cards assigned to each vehicle are working.

Security System

- Exterior door lock is installed and operational.
- Interior door between participant lobby and employee work space has a working lock mechanism and is closed and secured at all times.

Signage

- There is a G4S sign outside the exterior door where possible and permitted along with a sign stating the normal business hours of operation. (signs may be on order and need to be in compliance with building policy)

Local Resource Manual Completed

- A list of ICE approved NGO's (non-governmental organizations) is available to be distributed to ESR program participants

Stationery/Policies and Procedures

- G4S company letterhead is available for use by employees
- Participant handbooks available in English and translated languages
- Complaint forms available for participants
- Equipment user guides on site for ESR employees
- Company forms available either in hard copy or downloadable/printable
- Operations manual printed and available for easy reference for G4S employees

Meeting with Task Manager

- Personnel from the local G4S office have conducted an introductory meeting with the ESR task manager. Meeting agenda has been documented.

EOD Clearances

- At least two G4S employees who are available to conduct business in the G4S office have received their E.O.D. clearance from the DHS OPR.

Request for inspection

- Request for local Task Manager to review/inspect each office per above criteria

Reporting Elements for ESR

Contract # HSCEOP-07-D-00006

Incident Reports

Per Statement of Work

Daily Report

Total Daily count for Full Service by location

- Date
- Intake
- Transfer
- Termination
- Total for Office
- Overall Total (roll-up)

Daily count for EM only by each FO Area of Responsibility

Weekly

Weekly Termination Summary - report the terminations from program inception to date, using codes provided by DHS for each DRO field office with the corresponding percentage and a roll-up for all offices. The breakdown should distinguish between Pre-Order, Post Order, and POCR participants, and all three combined.

Weekly Court Appearance Summary - report the number of final hearings scheduled and the number of hearings attended with the corresponding percentage for each DRO field office from program inception to date to include a roll-up for all offices. The breakdown should distinguish between Pre-Order, Post Order, and POCR participants, and all three combined.

Weekly RF

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- Date On
- Date Off
- *Total Days in Program*
- Address/Phone #
- Release Officer
- Criminal
- POCR

Weekly TF

- Alien Name
- Gender
- DOB
- Country of Origin
- Alien Number
- Number of calls required
- Date On
- Date Off
- *Total Days in Program*
- Address/Phone #
- Release Officer
- Criminal
- POCR

Weekly Summary

- As Is to include Full Service
- Average days in program for participants by monitoring type by location
- Average cost in program for participants by monitoring type by location

Weekly Snap Shot

- As Is to include Full Service
- Average days in program for participants by monitoring type roll-up
- Average cost in program for participants by monitoring type roll-up

Monthly Progress Report –

- Report active participants at the end of the reporting month, total number of participants served over the month, year to date, and since program inception. The report should report the number of terminations (program wide), using codes provided by DHS for the reporting month, year to date, and since program inception. The monthly report should also report the number of grievances filed with the contractor for the reporting month, year to date, and since program inception. Additionally, the report should contain immigration court compliance rates: EOIR Hearings Scheduled, EOIR Hearing Attended, % of Compliance, Hearings of Final Decision (while participants are active), Hearings of Final Decision Ordered in Absentia (while participants are active), and % Attendance at Hearings of Final Decisions (while participants are active). The report should show both matrix and verbal descriptions of the above items. Lastly, the report should contain any issues the contractor deems necessary such as media inquiries, etc.
- G4S personnel roster
 - Name
 - Hire date
 - Job Title
 - Office Location
 - Date of EOD determination
 - Date of Final Suitability Determination
 - Initial training complete
 - Date(s) of completion for refresher training
 - Number of Supervision Specialists by location
 - Average Monthly Participant Count by location
 - Specialist Ratio to Participant
 - Terminated personnel
- Training
- Contract Compliance
- Program Director signature and date

Annual

Per Statement of Work

Ad Hoc Reports

Per Statement of Work

Vroom, David

From: Dzur, Roxann
Sent: Wednesday, October 08, 2008 4:12 PM
To: Vroom, David
Subject: FW: Eight-Hour Contracting Officer Technical Representative (COTR) Refresher Training
Attachments: cotr refresher.pdf

From: Dzur, Roxann
Sent: Thursday, September 04, 2008 3:08 PM
To: Spinks, Renata
Subject: RE: Eight-Hour Contracting Officer Technical Representative (COTR) Refresher Training

Hi Renata,

My 8-hour COTR Refresher certificate is attached.

Thanks,

Roxann Dzur
 Management and Program Analyst/ESR COTR
 U.S. Immigration and Customs Enforcement
 Office of Detention and Removal Operations
 Alternatives to Detention Unit
 425 I Street, NW Suite 6260
 Washington, DC 20536

Office: 202-616-
 Fax: 202-616-8762
 Blackberry: 202-497-

From: Williams, Gwendolyn K
Sent: Thursday, August 28, 2008 12:25 PM
To: ICE COTRS
Cc: Spinks, Renata
Subject: Eight-Hour Contracting Officer Technical Representative (COTR) Refresher Training
Importance: High

Good Afternoon,

This is just a reminder to all ICE DHS certified Contracting Officer Technical Representatives (COTRs) holding appointment letters before November '07 and are still on active contracts. You must complete the 8-hour refresher training NLT than September 30, 2008. We are asking all COTRs to send the refresher certifications Renata Spinks of my staff. Please scan and email your certifications by Tuesday, September 30.

Also, I know that many of you cannot take training away from your office, so you may complete a list of online modules offered by the Federal Acquisition Institute (thru DAU) found at: <http://www.fai.gov/certification/techrep.asp>:

CLC106; COR With a Mission Focus (8 hrs)
 CLM024; Contracting Overview (8hrs)
 CLC004; Market Research (3 hrs)
 CLC007; Contract Source Selection (1)
 CLM003; Ethics (2hrs)
 CLC006; Contract Termination (2hrs)
 CLC011; Contracting for the Rest of Us (2hrs)
 CLC047; Contract Negotiation (1hr)
 CLB016; Intro to Earned Value (1hr)

10/8/2008

CLB018; Earned Value & Financial Mgt (...r)
CLC013; Performance Based Services Acquisition (6hrs)

Again, once you complete the training requirement, please scan and email your certificate to Renata Spinks of my staff. Thanks.

**Gwendolyn K. Williams
Deputy Assistant Director
Business Operations Division
Office of Acquisition Management
US Immigration and Customs Enforcement
Washington, DC 20536
Main: 202.514-
Desk: 202.353-
Cell: 202.369.2075
Email:**

b6

b6

**Help us support you better -
TELL US HOW WE ARE DOING!
Go to <http://www/acqsolinc.com/ICE/OAQ/feedback.cfm>**

Roxann Dzur

Has Successfully Completed COTR Refresher Training
(8 Hours – 8 CLPs)
7 August 2008

Deborah Lina Colerick
ADOA Experts, Inc.

Ethicsburg



This Certificate for Ethics Training

is awarded to

Roxann R. Dzur

for the satisfactory completion of the following module(s):

2002-2, 5 C.F.R. 2635 Subpart B - Gifts from Outside Sources
2002-3, 5 C.F.R. 2635 Subpart C - Gifts between Employees
2003-3, 5 C.F.R. 2635 Subpart G - Misuse of Position
2002-5, 5 C.F.R. 2635 Subpart H - Outside Activities

This certificate is issued based on the declaration of the above named trainee that he/she has completed the annual training requirement at www.ethicsburg.gov on September 30, 2008.

Robert Coyle
Designated Agency Ethics Official



Vroom, David

From: Dzur, Roxann
Sent: Monday, September 29, 2008 11:08 AM
To: Vroom, David
Cc: Sifuentez, Joe; Gomez, Anthony M; [REDACTED] b6, b7c
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006
Follow Up Flag: Follow up
Flag Status: Red
Attachments: Frederick Fu.pdf

David,

Please also add [REDACTED] b6, b7c as an alternate COTR for the ESR contract. His DHS COTR certificate is attached.

Thank-you,

Roxann Dzur
 Management and Program Analyst/ESR COTR
 U.S. Immigration and Customs Enforcement
 Office of Detention and Removal Operations
 Alternatives to Detention Unit
 425 I Street, NW Suite 6260
 Washington, DC 20536

[REDACTED] b6
 Office: 202-616-[REDACTED] b6
 Fax: 202-616-8762
 Blackberry: 202-497-[REDACTED] b6

From: Dzur, Roxann
Sent: Thursday, September 25, 2008 11:39 AM
To: Vroom, David
Cc: Sifuentez, Joe; Gomez, Anthony M; [REDACTED] b6, b7c
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006

David,

Please add Barbara J. Long as alternate COTR on the ESR contract. [REDACTED] b6, b7c may remain as an alternate as he will be returning to the ATD unit at the end of his 60 day detail.

Thank-you,

Roxann Dzur
 Management and Program Analyst/ESR COTR
 U.S. Immigration and Customs Enforcement
 Office of Detention and Removal Operations
 Alternatives to Detention Unit
 425 I Street, NW Suite 6260
 Washington, DC 20536

[REDACTED] b6
 Office: 202-616-[REDACTED] b6
 Fax: 202-616-8762
 Blackberry: 202-497-[REDACTED] b6

From: Vroom, David
Sent: Wednesday, September 10, 2008 10:37 AM
To: [REDACTED] b6, b7c
Cc: Dzur, Roxann; Sifuentez, Joe; Gomez, Anthony M
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006

10/8/2008

b6, b7c

I will prepare mod 3 tomorrow to correct. Thanks.

Also, I'm working on exercising option one to the contract. Please send me a short letter stating that the contractor is performing satisfactorily on the contract.

Thanks.

David

From: [redacted] b6, b7c
Sent: Wednesday, September 10, 2008 10:22 AM
To: Vroom, David
Cc: Dzur, Roxann; Sifuentez, Joe; Gomez, Anthony M
Subject: RE: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006
Importance: High

Mr. Vroom

I noticed an error on the SF 30 in that you described the modification for contract HSCEOP-07-D-00006 as me being the new COTR. I believe that the modification is to appoint me as the Alternate COTR. Roxann Dzur is and will continue to be primary COTR for this contract. Please make necessary corrections. Have a great day.

b6, b7c

Detention & Deportation Officer
DHS-ICE-HQDRO
CED/ATD
425 I St. NW
Room 6260
Washington DC 20536
202 305 [redacted] Desk
202 497 [redacted] Cell
202 616-8762 Fax



From: Vroom, David
Sent: Wednesday, September 10, 2008 9:54 AM
To: [redacted] b6, b7c
Subject: Copy of COTR Appointment Letter and Mod 2 to HSCEOP-07-D-00006

Good morning [redacted] b6, b7c

Attached please find a copy of your appointment letter as COTR, and a copy of Modification P00002 to contract number HSCEOP-07-D-00006, FOR THEeLECTRONIC Supervision Reporting (ESR) program.

Please sign, date, and return a copy of your signature page on the appointment letter to me (PDF attached to email is fine). Thanks.

Very Respectfully,
David S. Vroom
Office of Acquisition Management
Immigration and Customs Enforcement
202.307 [redacted] p)
202.616.1512 (fax)
email: [redacted] b6

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Homeland Security

Certified Acquisition Professional Contracting Officer's Technical Representative

In recognition as a professional in the acquisition career field as evidenced by the attainment of experience, education and training goals prescribed by the Department of Homeland Security, this certificate is presented to

b6,b7c

Date of Issuance: May 27, 2008

Certification Expires: May 27, 2012
Certified Acquisition Professional Since: May 27, 2008



Donna Jenkins
Chair, DHS Acquisition Certification Board

Vroom, David

From: Lawrence, David Bluze (CTR) on behalf of Obligations Processing
Sent: Friday, October 09, 2009 3:49 PM
To: Vroom, David
Cc: DFC, Obligation Docs; ICE Personal Property Sunflower; Fu, Frederick
Subject: HSCEOP-07-D-00006-P00004 TRANS# 501265.0.4
Attachments: HSCEOP-07-D-00006-P00004.pdf

The Obligations Team has entered the obligation of the attached award document in FFMS in accordance with the obligations processing procedure set forth on the Office of Procurement web site <http://intranet.ice.dhs.gov/doclib/sites/oaq/pdf/icecap0813.pdf>
HELP US SUPPORT YOU BETTER - TELL US HOW WE ARE DOING!

Please go to <http://www.acqsolinc.com/ice/customersurvey/introduction.cfm>
to give us feedback on how well we met your needs when making this award!

If you have questions concerning the award document, please contact the Contract Specialist listed in Block 17 of the award document. For questions concerning the obligation in FFMS, please call 202-732-2600 and ask to speak to a member of the OAQ Obligations Team.

PLEASE DO NOT REPLY TO THIS EMAIL.

Ashley J. Lewis
Head of Contracting Activity
ICE Office of Acquisition Management
(202) 732-2600

From: Vroom, David
Sent: Friday, October 09, 2009 1:45 PM
To: Obligations Processing
Subject: HSCEOP-07-D-00006-P00004 (DL)

Good afternoon:

Please process the attached modification. Thanks.

Very Respectfully,

David S. Vroom

Office of Acquisition Management (OAQ)
Immigration and Customs Enforcement (ICE)
Department of Homeland Security (DHS)
801 I Street, NW, Washington DC 20536
Phone: 202-732-b6
Fax: 202-732-7446
email: b6

Help us support you better –

TELL US HOW WE ARE DOING!

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

10/9/2009

Vroom, David

From: Vroom, David
Sent: Wednesday, October 08, 2008 4:43 PM
To: [REDACTED] b6
Cc: Dzur, Roxann
Subject: COTR and Alternate COTR Appointment Letter
Attachments: COTR-ACOTR Appointment Letter 07-D-00006.pdf

Good afternoon Mr. Carson:

Attached please find a copy of the latest COTR Appointment Letter for the ESR program, contract # HSCEOP-07-D-00006. Please review, and acknowledge with your printed name, signature and date. Kindly return by email in PDF format. Many thanks.

Very Respectfully,

David S. Vroom

Office of Acquisition Management
Immigration and Customs Enforcement
202.307 [REDACTED] b6 (p)
202.616.1512 (fax)
email: [REDACTED] b6

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Vroom, David

From: Gary Melnick [REDACTED] b6
Sent: Thursday, October 09, 2008 9:41 AM
To: Vroom, David
Cc: Fiona Walters; Leo Carson
Subject: COTR-ACOTR Appointment Letter
Attachments: COTR-ACOTR Appointmmt Letter.pdf

David,

Attached is a PDF file with my signature regarding the COTR and Alternate COTR Appointment.

Thanks,

Gary

Gary Melnick
Program Director - ESR
G4S Justice Services, Inc.
2000 RiverEdge Parkway, NW
Suite GL 100
Atlanta, GA 30328

Office: (303) 482-[REDACTED] b6
Mobile: (720) 261-[REDACTED]
Fax: (303) 496-0248

Email [REDACTED] b6

successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.

[Redacted] b6,b7c
Printed name of ACOTR

[Redacted] b6,b7c
Signature

Telephone: 702 902 [Redacted] b6
Date: 10/8/2008

Contractor Acknowledgement:

I have received a copy of the COTR/ACOTR designation letter for the subject contract/order:

GARY MELNICK
Printed Name
G4S Government Services

[Handwritten Signature]
Signature:

10/9/08
Date: