

DROIGSA-07-0029

INTER-GOVERNMENTAL SERVICE AGREEMENT ("IGSA")

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

AND

POLK COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Polk County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (thereafter referred to as "DETAINEES").

FACILITY LOCATION:

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

IAH Detention Center
3400 FM 350 South
Livingston, TX

PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the ICE Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

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

PERIOD OF PERFORMANCE:

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

termination.

NOTIFICATION AND PUBLIC DISCLOSURES:

No public disclosures regarding this IGSA shall be made by the PROVIDER, except as may be required by federal or state law, or regulation (or any of their contractors or subcontractors) without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of a formal order under this IGSA.

ORDERS:

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

PAYMENT RATE:

Per Diem Rate: \$55.95

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER. This rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

FIRM-FIXED PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment. The per diem rate of \$55.95 will be in effect for the first 12 months of the agreement. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. PROVIDER may bill for the day of arrival, but not for the day of departure. The Per Diem rate is subject to price adjustment at the end of each performance period of one year.

Performance Periods - For the purpose of price adjustments, the performance of this Agreement is twelve (12) months in duration. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.

Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICE:

1. The PROVIDER shall provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the Contracting Officers' Technical Representative ("COTR") or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The PROVIDER shall assign at least six (6) two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the PROVIDER shall provide at least three (3) two person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

3. The PROVIDER shall furnish a minimum of six (6) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least three (3) of the vehicles must have the capacity of either forty-eight (48), forty (40), or thirty-eight (38) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the PROVIDER from acquiring additional vehicles as deemed necessary by the PROVIDER at no cost to the Government. The PROVIDER shall not allow employees to use their privately owned vehicles to transport detainees. The PROVIDER shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The PROVIDER shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
5. The transportation shall be accomplished in the most economical manner.
6. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those worn by PROVIDER personnel provided for in the other areas of this agreement.
7. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
8. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
9. The COTR may direct the PROVIDER to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

11. The **PROVIDER** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the **COTR** shall be provided with current status of all vehicles and post assignment employees.

GUARD SERVICES:

1. The **PROVIDER** agrees to provide stationary guard services on demand by the **COTR** and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the **COTR**. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **PROVIDER** under their policies, procedure and practices. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the **COTR**.
2. The **PROVIDER** shall be authorized one officer for each such remote post, unless otherwise directed by the **COTR** or designated Agency official.
3. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at a negotiated rate of \$15.00 per guard, per hour.

MEDICAL SERVICES:

In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

The **PROVIDER** shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The **PROVIDER** shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS). Healthcare or health trained personnel may perform screenings.

The **PROVIDER** shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The **PROVIDER** shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

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

the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin; skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

If the **PROVIDER** determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the **PROVIDER** shall notify ICE. Upon such notification, the **PROVIDER** shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The **PROVIDER** shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The **PROVIDER** shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The **PROVIDER** shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS. The **PROVIDER** shall send requests for pre-approval for non-emergency off-site care to:

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

The **PROVIDER** is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

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

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

318-0080, as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

The PROVIDER shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments. The PROVIDER and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

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

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

The PROVIDER agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

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

- On-site sick call (when provided by on-site staff);
- Medication (over the counter/non-legend and routine drugs and medical supplies);

Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

DETAINEE TELEPHONE SERVICES:

The PROVIDER shall contact the ICE Detainee Telephone Services provider to arrange for detainee telephone services at the contractual rates provided in the ICE contract with said provider for facilities utilized by ICE detainees. The following is contact information for the aforementioned provider:

Public Communications Services
11859 Wilshire Boulevard, Suite 600
Los Angeles, CA 90025
1-800-350-1000

MAINTAIN INSTITUTIONAL EMERGENCY READINESS

The PROVIDER shall submit an institutional emergency plan that will be operational prior to start of the

agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.

The PROVIDER shall have written agreements with appropriate state and local authorities that will allow the PROVIDER to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the PROVIDER shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working at the Facility. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the PROVIDER, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The PROVIDER shall reimburse the Government for any and all expenses incurred in providing such assistance.

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

Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

The PROVIDER shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this contract. The COTR, prior to the start of the agreement, shall give concurrence to/concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.

The PROVIDER shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the PROVIDER shall at

all times be consistent with all applicable policies of ICE policy on Use of Force.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

BACKGROUND CLEARANCE PROCEDURES

Background Investigations Required

The PROVIDER shall process all background investigations in accordance with proposed procedures annotated in Attachment 2 of this agreement. ICE will be the final approval authority for all PROVIDER staff that work with Federal detainees under the terms of this agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the PROVIDER shall insure all agreed upon procedures have been satisfactorily completed.

ESTABLISH AND MAINTAIN A PROGRAM FOR THE PREVENTION OF SEXUAL ABUSE/ASSAULT

The PROVIDER shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainee alike.

INSPECTION:

The following FAR clause is hereby made pursuant to this agreement.

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The PROVIDER shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the PROVIDER shall be maintained and made available to the Government during contract performance and for as long afterwards as the agreement requires.
- (c) The Government has the right to inspect and test all services called for by the agreement, to the extent practicable at all times and places during the term of the agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the PROVIDER or a subcontractor,

the PROVIDER shall furnish, and shall require subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to agreement requirements, the Government may require the PROVIDER to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.

(f) If the PROVIDER fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the PROVIDER any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission
U.S. Immigration and Customs Enforcement
William Kowis
5520 Greens Road
Houston, Texas 77032
832 [REDACTED] b6

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

CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR): William Kowis or successor is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.

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

ATTACHMENTS

Attachment I.....Performance Requirement Summary Table

Attachment II.....Staffing Plan

Attachment III.....January 24, 2007 letter from Polk County

- A. Employment Background Process
- B. Detainee Population Ramp Up Plan
- C. Corporate/Administration Staff Assigned to Agreement

Attachment V.....February 07, 2007 letter from Polk County

- A. Transportation plan

ATTACHMENT I - Performance Requirement Summary Table

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

- Each contract requirement, the functional areas, and quality level essential for successful performance of each requirement;
- Summarize the functional areas; and
- Specify the maximum percentage of total reduction in agreement price attributable to each requirement.

<p>Administration and Management – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled</p>	
<p>Reduction: 20%</p>	
<p>Functional Areas</p>	<p>Policy Development and Monitoring Internal Inspections and/or Reviews Detainee Records Admission and Orientation Personal Property and Monies Detainee Release Accommodations for the Disabled Policy On Staffing Quality Control</p>

Security and Control – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline

Reduction: 25%

Functional Areas	Post Orders Permanent Logs Security Features Security Inspections and/or reviews Control of Contraband Detainee Searches Detainee Accountability and Supervision Use of Force Non-routine Use of Restraints Tool & Equipment Control Weapons Control Detainee Discipline Supervision for Special Housing Contingency/Emergency Plan
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Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees

Reduction: 15%

Functional Areas	Sanitation Requirements Ensure Meals are Varied Special Diets
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Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%

Functional Areas	Staff-Detainee Communication Diversity Training Detainee Grievances
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Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding

Reduction: 10%

Functional Areas	Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Clothing and Bedding Personal Hygiene/Well-being Physical Facility and Equipment
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Services and Programs – addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence

Reduction: 15%

Functional Areas	Classification, Review, and Housing Religious Practices Volunteer Work Assignments Work Assignments and Security Exercise and Out-of-Cell Opportunities Legal Materials Legal Representation Telephone Access Visitation Privileges Detainee Mail and Correspondence
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Workforce Integrity – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct

Reduction: 5%

Functional Areas	Staff Background and Reference Checks Staff Training, Licensing, and Credentialing Staff Misconduct
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Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

Reduction: 5%

Functional Areas	Discrimination Prevention
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IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Polk County and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Polk County, Texas

Contracting Officer

Title: County Judge

Name: Susan D. Erickson

Name: John P. Thompson

Signature:

Susan D. Erickson

Signature:

John P. Thompson

Date:

7/25/07

Date:

May 7, 2007

FEDERAL GOVERNMENT QUALITY ASSURANCE.

The Government's Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels.

Each phase of the services rendered under this agreement are subject to inspection both during the providers operations and after completion of the tasks.

When the provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the provider.

The COTR may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

ATTACHMENT II – Staffing Plan

ADDENDUM: Proposal to the U.S. Immigration and Customs Enforcement:

Detention Bed Availability – IAH Detention Facility

Responding to Proposal Request Dated November 28, 2006

Submitted March 2007

Staffing Plan

Title	FTE	FT / PT	Title	FTE	FT/PT
Warden	1	FT	Captain	2	FT
Asst. Warden	1	FT	Lieutenant	2	FT
Chief of Security	1	FT	Sergeant	6	FT
Business Manager	1	FT	Maintenance Officer	1	FT
HR Manager	1	FT	Correction Officer	96	FT
Clerk	3	FT	Chaplain	1	FT
Health Administrator*	1	FT	Mental Health Worker*	.5	PT
Physician*	.5	PT	Dentist*	.4	PT
Psychiatrist*	.2	PT	RN*	1.6	FT / PT
LPN*	6.4	FT / PT	Records Clerk*	2	FT
Dental Assistant*	.4	PT			

* Positions may be altered depending upon Operator's need to become NCCHC Accredited or whether the Operator must perform within the guidelines of NCCHC.

It is understood, and represented in the staffing plan above, that the Operator shall provide two (2) Correction Officers (Monday thru Friday) during normal business hours to be utilized as bailiffs as well as one (1) Correction Officer (Monday thru Friday) during normal business hours to be utilized as a Lobby Officer to meet the needs of Immigration and Customs Enforcement and the respective courtroom(s). It is further understood that in instances where Officers are not providing bailiff services, the Operator will assign the employees to supplement security duties within the facility or to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is for bailiff functions and their duties, as assigned by COTR, shall not incur any additional expense to the government.



JOHN P. THOMPSON
COUNTY JUDGE

January 24, 2007

U.S. Immigration and Customs Enforcement
Office of Detention and Removal
Detention Management Division
801 I Street, NW
Suite 900
Washington, DC 25036
Attn: Greg Hafner

RE: Proposal Request - 500 Detention Beds at IAH Detention Center

Dear Mr. Hafner:

Per your request, please find the employment background process, the detainee population ramp up plan, and a listing of Government/Corporate administrative staff, consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

Employment Background Process

The Facility Operator's employment background process is facility specific and is always in accordance with the Federal, State, and County Jurisdiction in which we operate as well as with the specific jurisdictions for which they hold offenders. The typical background process conducted in Jail Management Facilities includes, but is not limited to, fingerprinting, criminal history check, citizenship/work eligibility verification, drug screen, physical fitness test, psychological screen, employment reference check, and personal reference check.

With this facility, the Operator intends on instituting the guidelines as set forth by ICE for the employment background process.

Facility Ramp-Up Plan

The facility ramp-up plan below considers the intake of 100 inmates every other business day, thus providing the ability to secure 500 detainees within a two-to-three week time frame. This schedule, however, can be adjusted, either more or less aggressively, based upon the needs of ICE.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
15					15 Intake (100 inmates)	16
17	18	19 Intake (100 inmates)	20	21 Intake (100 inmates)	22	23
24	25 Intake (100 inmates)	26	27 Intake (100 inmates)	28	29	30

Corporate / Administration Staff Assigned to Agreement

As noted in the proposal, CiviGenics is the Operator of the facility. The respective Corporate/Administrative staff responsible for overseeing the IAH facility is identified below, which is accompanied by a brief narrative portraying their experience in the criminal justice field.

Jim Shaw, Regional Manager (Texas)

Prior to joining CiviGenics, Jim Shaw enjoyed a 20-year tenure with the Texas Department of Criminal Justice included four years as Senior Warden of the then largest prison in the State, the Coffield Unit, a facility housing over 4,000 prisoners. While overseeing TDCJ's 3,000-bed Terrell Unit, Mr. Shaw won nomination as National "Warden of the Year" from the State of Texas. In January 1996, he was promoted to Regional Director for Region II, where he had oversight of 16 units, 28,000 inmates, and 7500 staff members.

John Gilbert, Deputy Regional Manager (Texas)

John Gilbert oversees jail and detention center operations under the direction of Jim Shaw. He is responsible for supervising Wardens of CiviGenics Texas facilities, overseeing contract and regulatory compliance for CiviGenics' federal, state and county offender housing contracts, developing policies and procedures, assisting with the implementation of new facility operations, and conducting scheduled and unscheduled facility site visits for internal auditing purposes. Prior to joining CiviGenics, John Gilbert was employed by TDCJ for over twenty years. As Division Director, Private Facilities Division, Texas Department of Criminal Justice (TDCJ), his responsibilities included the management of contracts and the monitoring of contract compliance of all privately contracted facilities; the management of the agency's laundry and food services division and; the management of security systems and operations within the correctional institutions division. He led a staff of approximately 150 employees and managed an annual operating budget of over 100 million dollars.

Corporate / Administration Staff Assigned to Agreement (cont)

Bob Prince, Regional Marketing & Customer Relations (Texas)

Bob Prince is a retired captain of the Texas Rangers with more than 35 years of criminal justice experience. Prior to serving with the Texas Rangers, he was a member of the Texas Highway Patrol. During his distinguished career with the Rangers, Mr. Prince received numerous commendations. Over the years he has worked professionally with a wide range of federal, state, and local corrections officials. Mr. Prince is CiviGenics Texas' primary liaison with federal, state and local law enforcement officials (including the Texas Dept. Public Safety, Texas Rangers, and the US Marshals Service as well as county sheriffs).

George Vose, Executive Vice-President for Operations (Corporate)

George Vose was formerly Commissioner of the Massachusetts Department of Corrections as well as Director of the Rhode Island Department of Corrections under two state administrations. His day-to-day responsibilities at CiviGenics include executive oversight of facility activation and operations as well as supervision of the Regional Directors who manage programs and services across the nation. Prior to joining CiviGenics, Mr. Vose provided consulting services to the National Institute of Corrections, the National Institute of Justice, the Ontario Ministry of Correctional Services, and state Departments of Corrections and Public Safety across the US.

Again, if any questions or concerns may arise, please feel free to contact me at your convenience.

Sincerely,


John P. Thompson
County Judge

cc: John W. Washington, Chief - Detention Acquisition Support Unit
Anthony Gomez, Deputy Assistant Director - Office of Acquisition Management
Timothy Perry, Deputy Assistant Director - Detention Mgt. Division



JOHN P. THOMPSON
COUNTY JUDGE

February 7, 2007

U.S. Immigration and Customs Enforcement
Office of Detention and Removal
Detention Management Division
801 I Street, NW
Suite 900
Washington, DC 25036
Attn: Greg Hafner

RE: Proposal Request -- 500 Detention Beds at IAH Detention Center

Dear Mr. Hafner:

Per your request, please find the transportation services and stationary guard addendum, as requested in your e-mail and phone conversation with Marcia Cook on February 7, 2007. These issues remain consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

Transportation Service

The Operator will perform transportation services, other than medical or court related transportation, based on the following assumptions:

- A minimum of two (2) trips per 7 day week from the Facility to the ICE contract detention facility in Houston, Texas, which is approximately 125 miles round trip.
- Infrequent trips to Beaumont, Texas, which is approximately 180 miles round trip.

It is also assumed that most transportation requirements will be limited to within a 350-mile radius of the IAH Detention Center and consist of the transport of anywhere between one (1) and two hundred (200) detainees at any given time.

The Operator will provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE Official. It is understood that transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. It is further understood that in instances where Officers are not providing transportation services, the Operator will assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is transportation and their duties, as assigned by COTR, shall not incur any additional expense to the government.

POLK COUNTY COURTHOUSE

LIVINGSTON, TEXAS 77351

(936) 327-6813

FAX: (936) 327-6891

The Operator will assign, at a minimum, six (6) two - person teams of Transportation Officers on a daily basis distributed throughout a twenty-four (24) hour period Monday - Friday, excluding Holidays. On weekends and Holidays, the Operator will provide at least three (3) two - person teams of Transportation Officers throughout a twenty-four (24) hour period. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The Operator furnishes, and will continue to furnish, vehicles in good repair and suitable condition, approved by the government, to safely provide the required transportation services referenced above.

It is understood that the Operator will not allow employees to use their privately owned vehicles to transport detainees at any time. The Operator will furnish vehicles equipped with interior security features including, but not limited to, the ability for physical separation of detainees from guards. The Operator will also provide the interior security specification of the vehicles to ICE for review and approval prior to accepting inmates at the Facility.

In the event that transportation services involving distances that exceed a standard eight (8) hour workday to complete, it is understood that the Operator will be reimbursed for related costs associated with lodging and meals, in accordance with the U.S. General Services Administration rates for such within the geographical area of occurrence. It is further understood that any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the Transportation Officer position incorporated within this agreement. The Operator will comply with ICE transportation standards related to the number of hours the Operator's employee may operate a vehicle. Overnight lodging resulting from transportation services will be approved in advance by the COTR or designated ICE Official.

In all instances, the Operator will provide transportation services in the most economical manner possible.

The Operator will provide personnel for the aforementioned services with the same qualifications, training, security clearances, and uniforms as the Operator's personnel operating within the Facility.

During all transportation activities, a minimum of one Officer will be the same sex as the detainee(s) being transported. It is understood the COTR or designated ICE Official will have final determination concerning guard assignments.

The Operator will provide, upon order of the COTR or designated ICE Official, or upon its own decision in an urgent medical situation, transport for a detainee to a hospital location. Assigned Officer(s) will keep said detainee(s) under constant supervision (24 hours per day) until the detainee is ordered released from the hospital facility or at the order of the COTR or designated ICE Official. The Operator is responsible for the transportation to the hospital facility and back to the Facility.

It is understood that the COTR, or designated ICE Official, may direct the Operator to transport detainees to unspecified, miscellaneous locations.

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

It is understood that failure of the Operator to comply fully with the detainee(s) departure as pre-scheduled may result in the Operator having deductions made for non-performance.

Guard Services

The Operator agrees to provide stationary guard services on demand by the COTR or designated ICE Official, which will include, at a minimum, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR or designated ICE Official. Qualified personnel, employed by the Operator under their policies, procedures, and practices, will perform such services. The Operator agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact will be prohibited unless authorized in advance by the COTR or designated ICE Official.

It is understood that the Operator will be authorized one (1) Officer for each such remote post, unless at the direction of the COTR or designated ICE Official.

The Operator will provide an itemized monthly invoice for such stationary guard services that states the number of hours being billed, the duration of the billing (times and dates) and the name of detainee(s) that were guarded. Such services will be denoted as a separate item on said invoices. It is understood that ICE will reimburse the Operator for actual stationary guard services provided at a rate of \$15.00 per hour per guard.

Sincerely,



John P. Thompson
County Judge

cc: John W. Washington, Chief - Detention Acquisition Support Unit
Anthony Gomez, Deputy Assistant Director - Office of Acquisition Management
Timothy Perry, Deputy Assistant Director - Detention Mgt. Division

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/25/2007	2. CONTRACT NO. (If any) DROIGSA070029	6. SHIP TO: a. NAME OF CONSIGNEE DHS-ICE	
3. ORDER NO. HSCEOP-07-F-IG048	4. REQUISITION/REFERENCE NO. FHO070033	b. STREET ADDRESS Detention and Removal 126 Northpoint Drive Detention and Removal Section	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		c. CITY Houston	e. ZIP CODE 77060

7. TO: a. NAME OF CONTRACTOR POLK COUNTY OF JUVENILE PROBATION	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY
c. STREET ADDRESS 101 W CHURCH STREET STE 300	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
d. CITY LIVINGSTON	e. STATE TX
f. ZIP CODE 77351-3246	10. REQUISITIONING OFFICE ICE Detention & Removal

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

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS b2Low
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 74-6001621 DUNS Number: 061519781 1. Provide detention services in accordance with the attached IGSA. Detention services will be provided at the IAH Detention Center located in Livingston, Texas. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME U.S. DEPT. OF HOMELAND SECURITY	\$1,753,476.45		
b. STREET ADDRESS (or P.O. Box) U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800			
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536	17(i) GRAND TOTAL

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

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

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

DATE OF ORDER 07/25/2007	CONTRACT NO. DROIGSA070029	ORDER NO. HSCEOP-07-F-IG048
-----------------------------	-------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>2. The DRO Program Office POC and COTR is William Kowis, 832- [REDACTED] b6</p> <p>3. The contract specialist is Peter Macaluso, 202- [REDACTED] b6. The contracting officer is Susan Erickson, 202- [REDACTED] b6.</p> <p>4. The administering office is at Item 5. Period of Performance: 08/01/2007 to 09/30/2007</p> <p>DETAINEE SERVICES AT A DAILY PER DIEM RATE OF \$55.95. Not-to-exceed the total amount.</p> <p>Accounting Info: [REDACTED] b2Low Funded: \$1,588,476.45</p>	28391	DA	55.95	1,588,476.45	
0002	<p>ESTIMATED TRANSPORTATION - Not-to-exceed the unit price</p> <p>Accounting Info: [REDACTED] b2Low Funded: \$150,000.00</p>	1	LO	150,000.00	150,000.00	
0003	<p>ESTIMATED GUARD SERVICES - Not-to-exceed the unit price</p> <p>Accounting Info: [REDACTED] b2Low Funded: \$15,000.00</p> <p>The total amount of award: \$1,753,476.45. The obligation for this award is shown in box 17(i).</p>	1	LO	15,000.00	15,000.00	

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 07/25/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 /	
		10B. DATED (SEE ITEM 11) 07/25/2007	
CODE 0615197810000	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)

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.)

Tax ID Number: 74-6001621

DUNS Number: 061519781

This is the Intergovernmental Service Agreement between Immigration and Customs Enforcement and Polk County Texas.

The obligated amount of award: \$0.00. The total for this award is \$0.00.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

PO0001

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

CODE

ICE/DM/DC-DC

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

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

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

POLK COUNTY - IAH DETENTION CENTER
101 W CHURCH ST SUITE 300
LIVINGSTON TX 773513246

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

CODE

0615197810000

FACILITY CODE

10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0029/

10B. DATED (SEE ITEM 11)

07/25/2007

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 Mutual Agreement of the Parties

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

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

Fax ID Number: 74-6001621

DUNS Number: 061519781

The purpose of this modification is to incorporate the Service Contract Act, 41 U.S.C. 35 et seq., Title 29, Part 4 labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for Polk County Texas and the security requirement for employment screening, as well as changes to the Firm-Fixed Price - per Diem Rates and Price Adjustments clause and the addition of a Contracting Officers' Technical Representative (COTR) into the Inter-Governmental Service Agreement (IGSA) number DROIGSA-07-0029/.

a) The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Continued ...

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

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

John P. Thompson, Polk County Judge

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

John P. Thompson
(Signature of person authorized to sign)

5-28-08

Susan D. Erickson
(Signature of Contracting Officer)

5/29/08

NSN 7510-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029//P00001

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Federal Service Contracts, is here by incorporated into the reference IGSA as per Attachment I to this modification,</p> <p>b) The Wage Determination Number 2007-0570, Revision 1, dated 10/30/2007, with adopted wage rates and benefits for Polk County Texas is hereby incorporated into the referenced IGSA per enclosed Attachment II, to this modification.</p> <p>c) The Security requirements for employment screening are incorporated into the referenced IGSA under Article VII. Employment Screening Requirements are listed as follows.</p> <p>Article VII. Employment Screening Requirements</p> <p>A. General. The service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.</p> <p>B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:</p> <ol style="list-style-type: none"> 1. Felony convictions 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Felony drug convictions 5. Pattern of arrests, without convictions, that bring into question a person's judgment and reliability to promote efficiency and integrity of the ICE mission. 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision. <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Provider. The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement. The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.</p> <p>The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.</p> <p>C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government information and data accessed by the Service Provider.</p> <p>d) The Firm-Fixed Price per Diem Rates and Price Adjustments clause is changed</p> <p>From:</p> <p>Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment....</p> <p>Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.</p> <p>To:</p> <p>1. Firm-Fixed Price - Per Diem Rates This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate....</p> <p>ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.</p> <p>2. Price Adjustments</p> <p>ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely.</p> <p>e) Contracting Officers' technical Representative (COTR): Mr. Aaron C. Nixon is hereby appointed as the COTR for Inter-Governmental Service Agreement (IGSA) DROIGSA-07-0029. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.</p> <p>f) All other terms and conditions within the referenced IGSA remain the same.</p> <p>POC: Susan Erickson, Contracting Officer, 202 [REDACTED]</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00002 03/01/2008 FH090013.2

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than (form 8)) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC 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)
 POLK COUNTY - IAH DETENTION CENTER
 101 W CHURCH ST SUITE 300
 LIVINGSTON TX 773513246

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029/
 10B. DATED (SEE ITEM 11) 07/25/2007

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 43.109(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Firm Fixed- Price - Per Diem Rates and Price Adjustment


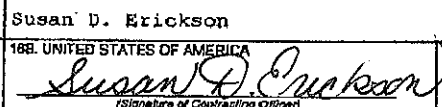
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 74-6001621
 DUNS Number: 061519781
 Contracting Officer- Susan Erickson (202) b6
 Contracting Officer Technical Representative - Aaron Nixon (832)- b6

The purpose of this modification is to increase per diem rate for detention service at th IAH Detention Center, Livingston, Polk County Texas.

A. The staffing at Polk County increased by 12 Correctional Officers, changing the staffing plan from 96 to 108 Correctional Officers.

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) John B. Thompson	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTING OFFICER 	15C. DATE SIGNED
15D. UNITED STATES OF AMERICA 	16C. DATE SIGNED 6/10/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029//P00002

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2 2

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>B. The per diem rate is hereby increased by \$1.07 from \$55.95 to \$57.65.</p> <p>C. As a result of this change, the funded increase will be allocated under Task Order # HSCEM-08-F-F-1G034.</p> <p>D. All other terms and agreement remain the same. Period of Performance: 03/01/2008 to 09/30/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 12/18/2008	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029/	10B. DATED (SEE ITEM 11) 07/25/2007
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)
N/A

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

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

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.)

Tax ID Number: 74-6001621

DUNS Number: 061519781

Contracting Officer- Susan Erickson (202) [b6]

Contracting Officer Technical Representative - Aaron Nixon (832) [b6]

The purpose of this no cost modification is to revise the invoice submission process to be in accordance with the ICE Invoice Consolidated Invoicing requirements. Therefore, DROIGSA-07-0029 is modified as follows:

Under Billing Procedure, paragraph B revise to read as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 18 Dec 08

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Effective December 29, 2008 all invoices shall be submitted in accordance with the below.</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-FHO-INVOICES</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned.</p> <p>The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after December 29, 2008 to ensure prompt payment provisions are met. Please remember that failure to remain up to date in CCR will cause no payment to be processed as well as no funding rewarded. It is the responsibility of the contractor to maintain registration in CCR.</p> <p>2. The information required with each invoice submission is as follows:</p> <p>Each invoice submitted shall contain the following information:</p> <p>a. The name and address of the facility; b. Invoice date and number; c. Agreement number, line item number and, if applicable, the Task order number; d. Terms of any discount for prompt payment offered; e. Name, title, and phone number of person to</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029//P00003

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3 3

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>notify in event of defective invoice; f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.) g. The daily rate; h. The total number of residential/detainee days; i. The name of each ICE resident/detainee; j. Resident's/detainee's A-number; k. Specific dates of detention for each resident/detainee; l. The total residential/detainee days multiplied by the daily rate; m. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.</p> <p>Items (a.) through (h.) must be on the cover page of each invoice. Invoices without the above information may be returned for resubmission.</p> <p>Except as provided herein, all other terms and conditions of the agreement remain unchanged. Period of Performance: 03/01/2008 to 02/28/2013</p>				

ORDER SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 11/05/2007		2. CONTRACT NO. (If any) DROIGSA-07-0029		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG034		4. REQUISITION/REFERENCE NO. FHO080013		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		c. CITY Washington		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR POLK COUNTY - IAH DETENTION CENTER		f. SHIP VIA		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME		c. STREET ADDRESS 101 W CHURCH ST SUITE 300		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY LIVINGSTON		e. STATE TX	f. ZIP CODE 773513246	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE Detention & Removal		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		12. F.O.B. POINT Destination	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS b2Low	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 061519781 1. Provide detention services in accordance with the IGSA. Detention services will be provided at the IAH Detention Center Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME DHS-ICE				\$1,332,600.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Detention and Removal 126 Northpoint Drive Detention and Removal Section Attn: Claresa B. Threatt					
	c. CITY Houston	d. STATE TX	e. ZIP CODE 77060		\$1,332,600.00	

22. UNITED STATES OF AMERICA
BY (Signature)

Susan D. Erickson

23. NAME (Typed)
Susan D. Erickson
TITLE: CONTRACTING/ORDERING OFFICER

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

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

DATE OF ORDER 11/05/2007	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-08-F-IG034
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>located in Livingston, Texas.</p> <p>2. The DRO Program Office POC and COTR is William Kowis, 832- [REDACTED] b6</p> <p>3. The contract specialist is Peter Macaluso, 202-353-8450. The contracting officer is Susan Erickson, 202- [REDACTED] b6</p> <p>4. The administering office is at Item 5. Period of Performance: 10/01/2007 to 09/30/2008</p> <p>DETAINEE SERVICES:</p> <p>ESTIMATED MANDAYS = 500 X 55.95 X 47 DAYS \$1,314,825 -Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$1,314,825.00</p>	1	LO	1,314,825.00	1,314,825.00	
0002	<p>TRANSPORTATION - 30,000 ESTIMATED MILES</p> <p>Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$12,150.00</p>	1	LO	12,150.00	12,150.00	
0003	<p>ESTIMATED GUARD SERVICES - Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$5,625.00</p> <p>This funding is provided from a continuing resolution.</p> <p>Continued ...</p>	1	LO	5,625.00	5,625.00	

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE OF PAGES

3 | 3

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

DATE OF ORDER
11/05/2007

CONTRACT NO.
DROIGSA-07-0029

ORDER NO.
HSCEDM-08-F-IG034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Additional funding will be provided when available.</p> <p>The total amount of award: \$1,332,600.00. The obligation for this award is shown in box 17(i).</p>					

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

AMENDMENT OF SOLICITATION/MODIFICATION CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

02/25/2008

See Schedule

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

ICE/Detention Mngt/Detention IGSA
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Peter Macaluso, 202-353-8450
Washington DC 20536

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

9A. AMENDMENT OF SOLICITATION NO.

(x)

POLK COUNTY - IAH DETENTION CENTER
101 W CHURCH ST SUITE 300
LIVINGSTON TX 773513246

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-07-0029

HSCEM-08-F-IG034

10B. DATED (SEE ITEM 11)

11/05/2007

CODE 0615197810000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase:

\$5,961,349.00

See Schedule

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

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

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: 061519781

1. Modification P00001 provides incremental funding for Task Order HSCEM-08-F-IG034 for the continuation of detention services in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029.

2. Detention Services will be provided at the Polk County IAH Detention Center in Livingston, TX.

3. The funding provided covers detention services for the period of January 1, 2008
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Jerald H. Neveleff
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	28 Feb 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>through May 25, 2008. Additional funding will be provided when available.</p> <p>Discount Terms: b2Low</p> <p>FOB: Destination</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINEE SERVICES - Estimated Mandays (Beds x Per Diem x # of Days):</p> <p>January 1-31, 2008 = 530 x \$55.95 x 31 = \$919,259.00</p> <p>February 1-29, 2008 = 700 x \$55.95 x 29 = \$1,135,785.00</p> <p>March 1-31, 2008 = 800 x \$55.95 x 31 = \$1,387,560.00</p> <p>April 1-30, 2008 = 800 x \$55.95 x 30 = \$1,342,800.00</p> <p>May 1-25, 2008 = 800 x \$55.95 x 25 = \$1,119,000.00</p> <p>Not-to-exceed the total line item amount.</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00</p> <p>Accounting Info: b2Low</p> <p>DETENT</p> <p>Funded: \$5,904,404.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	1	LO	7,219,229.00	7,219,229.00
0002	<p>TRANSPORTATION - 64,577 Estimated Miles @ \$.485 = \$31,320.00</p> <p>Not-to-exceed the total line item amount</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info: b2Low</p> <p>Continued ...</p>	1	LO	43,470.00	43,470.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0029/HSCEDM-08-F-IG034/P00001

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NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low -----</p> <p>Funded: \$31,320.00</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>ESTIMATED GUARD SERVICES - Not-to-exceed the total line item amount</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low -----</p> <p>TRANSP</p> <p>Funded: \$25,625.00</p> <p>THE TOTAL OBLIGATED AWARD AMOUNT IS HEREBY CHANGED FROM \$1,332,600.00 TO \$7,293,949.00 FOR A NET INCREASE OF \$5,961,349.00.</p> <p>CONTACT INFORMATION:</p> <p>Program Office: William Kowis, COTR - (832) b6</p> <p>Procurement Office: Tricia Jackson-Harris, Contract Specialist - (202) b6</p> <p>INVOICING INSTRUCTIONS: Please submit 1 original invoice to the Program Office POC. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p>	1	LO	31,250.00	31,250.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID. NO.	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246	(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-08-F-IG034	10B. DATED (SEE ITEM 11) 11/05/2007	
CODE 0615197810000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,022,200.00

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

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

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: 061519781

Program POC:

Claressa B. Threatt

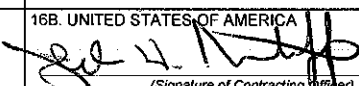
(281) b6

(281) b6

1. Modification P00002 provides funding from requisition number FHO080013.2 for Task Order HSCEDM-08-F-IG034 for the continuation of detention, transportation and on call gaurd services, in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 12 Jun 08
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0029/HSCEDM-08-F-IG034/P00002

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NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	2. The funding provided covers detention services for the period of May 26, 2008 through June 30, 2008. All other terms and conditions remains unchanged. Discount Terms: [REDACTED] FOB: Destination MAY 26, 2008 THROUGH JUNE 30, 2008 Funds in the amount fo 1,014,200 are for 35 days at a rate of 57.65/per bed day \$5,904,404.00 (P00001) is increased by \$1,014,200.00; NOT-TO-EXCEED the amount funded to date totaling \$8,321,844.00. Requisition No: FHO080013.2 Accounting Info: [REDACTED] Funded: \$1,014,200.00	1	LO	1,014,200.00	1,014,200.00
0005	TRANSPORTATION \$31,320.00 (P00001) is increased by \$5,000.00; NOT-TO-EXCEED the amount funded to date totaling \$48,470.00. Requisition No: FHO080013.2 Accounting Info: [REDACTED] Funded: \$5,000.00	1	LO	5,000.00	5,000.00
0006	Estimated Gaurd Service \$25,625.00 (P00001) is increased by \$3,000.00; NOT-TO-EXCEED the amount funded to date totaling \$34,250.00. Requisition No: FHO080013.2 Accounting Info: [REDACTED] Continued ...	1	LO	3,000.00	3,000.00

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0029/HSCEDM-08-F-IG034/P00002

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NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Funded: \$3,000.00 THE TOTAL OBLIGATED AWARD AMOUNT IS HEREBY CHANGED FROM \$7,293,949.00 TO \$8,316,419.00 FOR A NET INCREASE OF \$1,022,200.00.</p> <p>CONTACT INFORMATION:</p> <p>Program Office: Aaron Nixon, COTR - (936) [REDACTED] b6</p> <p>Procurement Office: Gervonna Crump, Contract Specialist - (202) [REDACTED] b6</p> <p>INVOICING INSTRUCTIONS: Please submit 1 original invoice to the Program Office POC. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 07/16/2008	4. REQUISITION/PURCHASE REQ. NO. FHO080013.3	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-08-F-IG034	10B. DATED (SEE ITEM 11) 11/05/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,502,010.00
See Schedule

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

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

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

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

DUNS Number: 061519781

CONTACT INFORMATION:

Program POC:

Aaron Nixon, COTR - (936) [b6]

Claressa B. Threatt - (281) [b6]

OAQ-POC:


Contracting Officer Susan Erickson (202) [b6]

Gervonna Crump, Contract Specialist - (202) [b6]

The purpose of this modification is to provide funding from requisition number FHO080013.3

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 7/17/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00003

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>for Task Order HSCEDM-08-F-IG034 for the continuation of detention, transportation and on call gaurd services, in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029.</p> <p>2. The funding provided covers detention services for the period of July 1,2008 through August31, , 2008.</p> <p>All other terms and conditions remains unchanged. Delivery: 30 Days After Award Discount Terms: b2Low</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: b2Low</p> <p>FOB: Destination</p> <p>Provide additional funding for Detention Service to provide housing for ICE detention.</p> <p>JULY 1, 2008 THROUGHT AUGUST 31, 2008. 700 X 57.65 X 62 = \$2,502,010.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>The total obligated award amount is increase by \$2,502,010 from \$8,316,419.00 to \$10,818,429.00.</p> <p>INVOICING INSTRUCTIONS: Please submit 1 original invoice to the Program Office POC. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p>	1	LO	2,502,010.00	2,502,010.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00004

09/12/2008

FHO080013.5

6. ISSUED BY

CODE

ICE/DM/DI

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DI

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

ICE/Detention Mngt/Detention IGSA
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)

9A. AMENDMENT OF SOLICITATION NO.

POLK COUNTY - IAH DETENTION CENTER
101 W CHURCH ST SUITE 300
LIVINGSTON TX 773513246

(x)

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

DROIGSA-07-0029

HSCEDM-08-F-IG034

10B. DATED (SEE ITEM 11)

11/05/2007

CODE 0615197810000

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)

\$90,000.00

b2Low

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 061519781

CONTACT INFORMATION:

Program POC: Aaron Nixon, COTR - (936 [redacted] b6)

Claressa B. Threatt - (281 [redacted] b6)

Contracting Officer Susan Erickson (202 [redacted] b6)

A. The purpose of this modification is to provide funding in the amount of \$90,000.00 under the reference task order for detention and guard/transportation service in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029.

Continued ...

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0029/HSCEDM-08-F-IG034/P00004

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NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Delivery: 30 Days After Award Discount Terms: b2Low Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 FOB: Destination Provide additional funding for detention service at IAH Detention Center, Livingston, Texas 520 beds X 30 Days = 15600 X \$57.65 = 89,939,340 Product/Service Code: S206 Product/Service Description: GUARD SERVICES B. The total obligated award amount is increase by \$90,000.00 from \$10,818,429.00 to \$10,908,429.00 C. All other terms and conditions remain the same.	1	EA	90,000.00	90,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 09/17/2008	4. REQUISITION/PURCHASE REQ. NO. FHO080013.4	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-08-F-IG034	10B. DATED (SEE ITEM 11) 11/05/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,117,000.00

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

CHECK ONE	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: 061519781

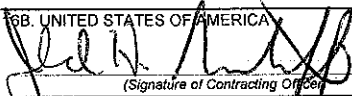
The purpose of this modification is to A) Provide funding in the amount of \$1,117,000.00 to Task Order# HSCEDM-08-F-IG034 for Detention and Guard/Transportation Services, in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029, and B) Increase the total obligated award amount from \$10,908,429.00 to \$12,025,429.00.

The funding being provided this action covers September 1, 2008 through September 30, 2008.

ALL OTHER TERMS AND CONDITIONS OF TASK ORDER# HSCEDM-08-F-IG034 AND THE IGSA REMAIN UNCHANGED.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 17 Sept 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00005

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>Discount Terms: b2Low</p> <p>FOB: Destination</p> <p>Additional Funding for FY-08 Detention Services to include Housing & Transportation Services for the period of September 1, 2008 through September 30, 2008.</p> <p>In accordance with IGSA No. DROIGSA-07-0029, Housing will be reimbursed at \$57.65 per day/detainee, Guard/Transportation services will be reimbursed at \$15.00/hour, and Mileage will be reimbursed at \$0.0585/mile.</p> <p>Accounting Info: b2Low</p> <p>Funded: \$1,072,000.00</p>	1	LO	1,072,000.00	1,072,000.00
0010	<p>Additional Funding for FY-08 Transportation Services for the period of September 1, 2008 through September 30, 2008.</p> <p>In accordance with IGSA No. DROIGSA-07-0029, Housing will be reimbursed at \$57.65 per day/detainee, Guard/Transportation services will be reimbursed at \$15.00/hour, and Mileage will be reimbursed at \$0.0585/mile.</p> <p>Accounting Info: b2Low</p> <p>Funded: \$20,000.00</p>	1	LO	20,000.00	20,000.00
0011	<p>Additional Funding for FY-08 Detention Services for the period of September 1, 2008 through September 30, 2008.</p> <p>In accordance with IGSA No. DROIGSA-07-0029, Housing will be reimbursed at \$57.65 per day/detainee, Guard/Transportation services will be reimbursed at \$15.00/hour, and Mileage will be reimbursed at \$0.0585/mile.</p> <p>Accounting Info: Continued ...</p>	1	LO	25,000.00	25,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00005

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b2Low</p> <p>Funded: \$25,000.00</p> <p>CONTACT INFORMATION:</p> <p>Program POC(s): Aaron Nixon, COTR - (936) [REDACTED] b6 Claressa B. Threatt - (281) [REDACTED] b6</p> <p>Office of Acquisition Management POC(s): Contracting Officer Susan Erickson - (202) [REDACTED] b6 Contract Specialist - (202) [REDACTED] b6</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 10/01/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-08-F-IG034	10B. DATED (SEE ITEM 11) 11/05/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 061519781

A. The purpose of this modification is to extend the period of performance for detention service at Polk County, IAH Detention Center, Livingston, Texas.

The period of performance is changed as follows:

From: 11/30/2007 through 09/30/2008

To: 11/30/2007 through 10/15/2008.

B. CONTACT INFORMATION:

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00006

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Program POC(s): Aaron Nixon, COTR - (936) [REDACTED] b6 Claressa B. Threatt - (281) [REDACTED] b6</p> <p>Office of Acquisition Management POC(s): Contracting Officer Susan Erickson - (202) [REDACTED] b6</p> <p>C. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 09/30/2008 to 10/15/2008</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 02/25/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Peter Macaluso, 202-353-8450 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-08-F-IG034	10B. DATED (SEE ITEM 11) 11/05/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$5,961,349.00

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

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

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.)

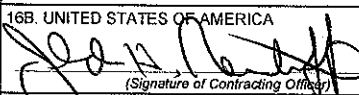
DUNS Number: 061519781

1. Modification P00001 provides incremental funding for Task Order HSCEDM-08-F-IG034 for the continuation of detention services in accordance with Inter-Governmental Services Agreement (IGSA) No. DROIGSA-07-0029.

2. Detention Services will be provided at the Polk County IAH Detention Center in Livingston, TX.

3. The funding provided covers detention services for the period of January 1, 2008
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 28 Feb 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00001

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>through May 25, 2008. Additional funding will be provided when available.</p> <p>Discount Terms: b2Low</p> <p>FOB: Destination</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>DETAINEE SERVICES - Estimated Mandays (Beds x Per Diem x # of Days):</p> <p>January 1-31, 2008 = 530 x \$55.95 x 31 = \$919,259.00 February 1-29, 2008 = 700 x \$55.95 x 29 = \$1,135,785.00 March 1-31, 2008 = 800 x \$55.95 x 31 = \$1,387,560.00 April 1-30, 2008 = 800 x \$55.95 x 30 = \$1,342,800.00 May 1-25, 2008 = 800 x \$55.95 x 25 = \$1,119,000.00</p> <p>Not-to-exceed the total line item amount.</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info: b2Low</p> <p>Funded: \$0.00</p> <p>Accounting Info: b2Low</p> <p>DETENT Funded: \$5,904,404.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	1	LO	7,219,229.00	7,219,229.00
0002	<p>TRANSPORTATION - 64,577 Estimated Miles @ \$.485 = \$31,320.00</p> <p>Not-to-exceed the total line item amount</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info: b2Low</p> <p>Continued ...</p>	1	LO	43,470.00	43,470.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-08-F-IG034/P00001

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3 3

NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low</p> <p>-----</p> <p>TRANSP Funded: \$31,320.00</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>ESTIMATED GUARD SERVICES - Not-to-exceed the total line item amount</p> <p>Requisition No: FHO080013, FHO080013.1</p> <p>Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low</p> <p>-----</p> <p>TRANSP Funded: \$25,625.00</p> <p>THE TOTAL OBLIGATED AWARD AMOUNT IS HEREBY CHANGED FROM \$1,332,600.00 TO \$7,293,949.00 FOR A NET INCREASE OF \$5,961,349.00.</p> <p>CONTACT INFORMATION:</p> <p>Program Office: William Kowis, COTR - (832) b6</p> <p>Procurement Office: Tricia Jackson-Harris, Contract Specialist - (202) b6</p> <p>INVOICING INSTRUCTIONS: Please submit 1 original invoice to the Program Office POC. The program official must verify that the goods and services have been received/accepted prior to invoice processing by the Dallas Finance Center.</p>	1	LO	31,250.00	31,250.00

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/10/2008	2. CONTRACT NO. (If any) DROIGSA-07-0029	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal
3. ORDER NO. HSCEDM-09-F-IG033	4. REQUISITION/REFERENCE NO. FHO090008	

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

7. TO: a. NAME OF CONTRACTOR POLK COUNTY - IAH DETENTION CENTER	f. SHIP VIA
b. COMPANY NAME	8. TYPE OF ORDER

c. STREET ADDRESS 101 W CHURCH ST SUITE 300	<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
	REFERENCE YOUR:	
d. CITY LIVINGSTON	e. STATE TX	
	f. ZIP CODE 773513246	

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

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

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

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS b2Low
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 061519781 The purpose of this task order is to continue detention and transportation service at the IAH Detention Center for the fiscal year 2009 against the Inter-Governmental Service Agreement Continued ...					

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

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

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

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

DATE OF ORDER 09/10/2008	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-09-F-IG033
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>DROIGSA-07-0029. This awarded task order is being issued "Subject to the Availability of Funds.</p> <p>Contact Information:</p> <p>Houston Field Office:</p> <p>Claressa Threatt (281) - [REDACTED] b6</p> <p>COTR - Aaron Nixon (936) [REDACTED] b6</p> <p>Contracting Officer: Susan Erickson (202) - [REDACTED] b6</p> <p>Accounting Info:</p> <p>[REDACTED] b2Low</p> <p>Period of Performance: 10/01/2008 to 09/30/2009</p>					
0001	<p>ALIEN DENTENTION SERVICE: For housing and care of persons being detained.</p> <p>800 beds X 365 days X \$57.65 bed day rate = Not to Exceed \$16,833,800.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p>	1	EA	0.00	0.00	
0002	<p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely to locations as directed by the ICE COTR or designated ICE Official. Transportation between the facility and ICE offices, plus related mileage, is included in the daily per diem rate. The guard/transportation rate will be reimbured at \$15.00 per hour.</p> <p>Guard/Transportation cost estimate = 91234 hours X365 days = 33333 X\$15.00/ Hour = Not to Exceed \$49,999.50</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>	1	EA	0.00	0.00	

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

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

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

DATE OF ORDER 09/10/2008	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-09-F-IG033
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0003	<p>Product/Service Description: GUARD SERVICES</p> <p>Estimated Reimbursable mileage - 1,452,991miles X \$0.0585 = Not to Exceed \$84,999,97</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Availability of Funds Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>	1	EA	0.00	0.00	

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		5. PROJECT NO. (If applicable)	
P00001		10/17/2008		1 2	
6. ISSUED BY		4. REQUISITION/PURCHASE REQ. NO.		7. ADMINISTERED BY (If other than Item 6)	
ICE/DM/DI		FEP09R0002		ICE/DM/DI	
ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536			ICE/Detention Mngt/Detention IGSA 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)			9A. AMENDMENT OF SOLICITATION NO.		
OTERO COUNTY OF 112 LISA DRIVE PMB 301 10 MCGREGOR RANGE ROAD CHAPARRAL NM 880818018			(x)		
CODE 1672231350000			9B. DATED (SEE ITEM 11)		
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			DROIGSA-08-0019		
			HSCEDM-09-F-IG034		
			10B. DATED (SEE ITEM 11)		
			09/10/2008		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

b2Low

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

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

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

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

DUNS Number: 167223135

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

B. Point of Contacts:

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

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

Delivery: 30 Days After Award

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Susan D. Erickson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Susan D. Erickson (Signature of Contracting Officer)	10/17/08

CONTINUATION SHEET

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

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NAME OF OFFEROR OR CONTRACTOR
OTERO COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Discount Terms: b2Low FOB: Destination Period of Performance: 10/01/2008 to 09/30/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DETENTION SERVICE: For housing and care of persons being detained. The estimated cost for detention service is corrected as follows:</p> <p>From: 1,000 beds 365 days = 365,000.00 X \$96.99 per diem = \$35,401.350</p> <p>To: 1,000 beds 365 days = 365,000.00 X \$96.99 per diem = \$35,401,350.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p>	1	EA	0.00	0.00
0003	<p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Estimated reimbursable mileage = 15,384,615 miles X \$0.0585mileage rate = Not to exceed \$899,999.00.</p> <p>The estimated reimbursable mileage cost is corrected as follows:</p> <p>From: 15,384,615 miles X \$0.0585mileage rate = \$899,999.00.</p> <p>To: 1,538,461 miles X \$0.585mileage rate = \$899,999.68.</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES</p> <p>C. The referenced task order continues to be subject to the availability of funds.</p> <p>D. The total estimated amount of this task order is \$36,376,768.72.</p> <p>E. All other terms and conditions remain the same.</p>	1	LT	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/04/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-09-F-IG033	10B. DATED (SEE ITEM 11) 09/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Total: \$4,003,319.98
b2Low

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

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

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

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

DUNS Number: 061519781

A. The purpose of this modification is to allocate funding for detention and transportation service at the IAH Detention Center, Livingston, Texas.

B. Contact Information:


Houston Field Office:

Pamela Hubbard (281) - [redacted] b6

COTR - Aaron Nixon (936) - [redacted] b6

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/5/08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0029/HSCEDM-09-F-IG033/P00002

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>OAQ Contracting Officer: Susan Erickson (202) [b6]</p> <p>Delivery: 30 Days After Award Discount Terms: [b2Low]</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 10/16/2008 to 01/10/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p>				
0001	<p>ALIEN DENTENTION SERVICE: For housing and care of persons being detained.</p> <p>800 beds X 86 days = 68800 X \$57.65 bed day rate = Not to Exceed 3,966,320 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p>	68800	EA	57.65	3,966,320.00
0002	<p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely to locations as directed by the ICE COTR or designated ICE Official. Transportation between the facility and ICE offices, . The guard/transportation rate will be reimbured at \$15.00 per hour.</p> <p>800 hours X15.00 = \$12,000.00</p> <p>The Guard/Transportation estimated cost for line item 0002 is corrected as follows:</p> <p>Not to exceed \$12,000.00 Product/Service Code: S206 Continued ...</p>	800	HR	15.00	12,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-07-0029/HSCEDM-09-F-IG033/P00002

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NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Estimated Reimbursable mileage - 42,735 miles X \$0.585 = Not to Exceed \$24,999.98 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: FHO090008</p> <p>C. All other terms and conditions remain the same.</p>				24,999.98

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 12/29/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0615197810000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-09-F-IG033	10B. DATED (SEE ITEM 11) 09/10/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$2,121,376.50
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) in accordance with the IGSA

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: 061519781

A. The purpose of this modification is to increase funding from requisition 194309FHOPOLK0005.1 for detention and transportation service at the IAH Detention Center, Livingston, Texas through 22 Feb 2009.

B. Contact Information:

Houston Field Office:

Pamela Hubbard (281) [redacted]

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [Signature]	16C. DATE SIGNED 20 Jan 2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
 POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	COTR - Aaron Nixon (936) - [REDACTED] b6 OAQ Contracting Officer: Susan Erickson (202) [REDACTED] b6 Delivery: 30 Days After Award Discount Terms: [REDACTED] b2Low Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 FOB: Destination Period of Performance: 10/16/2008 to 02/22/2009 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	ALIEN DENTENTION SERVICE: For housing and care of persons being detained. 800 beds X 127 days = 105337 X \$57.65 bed day rate = Not to Exceed 6,072,696.50 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005, 194309FHOPOLK0005.1 Accounting Info: [REDACTED] b2Low Funded: \$0.00 Accounting Info: [REDACTED] b2Low ----- MANDAY Funded: \$2,106,376.50 Change Item 0002 to read as follows (amount shown is the total amount):	105337.32	EA	57.65	6,072,696.50
0002	GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely to locations as directed by the ICE COTR or Continued ...	1133.333	HR	15.00	17,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>designated ICE Official. Transportation between the facility and ICE offices, . The guard/transportation rate will be reimbured at \$15.00 per hour.</p> <p>1,133.333 hours X15.00 = \$17,000.00</p> <p>The Guard/Transportation estimated cost for line item 0002 is corrected as follows:</p> <p>Not to exceed \$17,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005, 194309FHOPOLK0005.1</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>ONCALL Funded: \$5,000.00</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p>				
0003	<p>Estimated Reimburseable mileage - 59,829 miles X \$0.585 = Not to Exceed \$34,999.98 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005.1, FHO090008, FHO090008</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>TRANSP Funded: \$10,000.00 C. All other terms and conditions remain the same.</p>	59829.0171	EA	0.585	34,999.98

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) POLK COUNTY - IAH DETENTION CENTER 101 W CHURCH ST SUITE 300 LIVINGSTON TX 773513246		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0615197810000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEDM-09-F-IG033	
		10B. DATED (SEE ITEM 11) 09/10/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$1,832,181.00

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) in accordance with IGSA DROIGSA-07-0029

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: 061519781

A. The purpose of this modification is to increase funding from requisition 194309FHOPOLK0005.2 for detention and transportation service at the IAH Detention Center, Livingston, Texas through 31 March 2009.

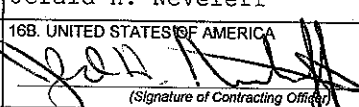
B. Contact Information:

Houston Field Office:

Pamela Hubbard (281) [REDACTED]

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jerald H. Neveleff
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 3 FEB 09

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>COTR - Aaron Nixon (936) - [REDACTED] b6</p> <p>OAG Contracting Officer: Susan Erickson (202) [REDACTED] b6</p> <p>Delivery: 30 Days After Award Discount Terms: [REDACTED] b2Low</p> <p>FOB: Destination Period of Performance: 10/16/2008 to 10/15/2009</p> <p>Change Item 0001 to read as follows (amount shown is the total amount):</p> <p>ALIEN DENTENTION SERVICE: For housing and care of persons being detained.</p> <p>136,858.2394 X \$57.65 bed day rate = Not to Exceed 7,889,877.50</p> <p>Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005, 194309FHOPOLK0005.1, 194309FHOPOLK0005.2</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Quantity: 105337.32 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>MANDAY Funded: \$0.00</p> <p>Delivery Location Code: ICE/DRO/FHQ/OPC Detention and Management 500 12th ST. SW Suite 2081 Washington DC 20024 Quantity: 31520.9194 Accounting Info: Continued ...</p>	136858.2394	EA	57.65	7,889,877.50

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>b2Low</p> <p>Funded: \$1,817,181.00</p> <p>Change Item 0002 to read as follows (amount shown is the total amount):</p> <p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely to locations as directed by the ICE COTR or designated ICE Official. Transportation between the facility and ICE offices, . The guard/transportation rate will be reimbured at \$15.00 per hour.</p> <p>1,466.6664 hours X15.00 = \$22,000.00</p> <p>The Guard/Transportation estimated cost for line item 0002 is corrected as follows:</p> <p>Not to exceed \$17,000.00 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005, 194309FHOPOLK0005.1, 194309FHOPOLK0005.2</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Quantity: 1133.333 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00 Accounting Info:</p> <p>b2Low</p> <p>Funded: \$0.00</p> <p>Delivery Location Code: ICE/DRO/FHQ/OPC Detention and Management 500 12th ST. SW Suite 2081 Washington DC 20024 Continued ...</p>	1466.6664	HR	15.00	22,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Quantity: 333.3334 Accounting Info: [REDACTED] b2Low</p> <p>GUARDS Funded: \$5,000.00</p> <p>Change Item 0003 to read as follows (amount shown is the total amount):</p> <p>Estimated Reimbursable mileage - 76,923.0425 76923.0425 miles X \$0.585 = Not to Exceed \$44,999.98 Product/Service Code: S206 Product/Service Description: GUARD SERVICES Requisition No: 194309FHOPOLK0005.1, 194309FHOPOLK0005.2, FHO090008, FHO090008</p> <p>Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Quantity: 59829.0171 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$0.00</p> <p>Delivery Location Code: ICE/DRO/FHQ/OPC Detention and Management 500 12th ST. SW Suite 2081 Washington DC 20024 Quantity: 17094.0254 Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$10,000.00 C. All other terms and conditions remain the same.</p>	3.0425	EA	0.585	44,999.98