Company Name: Wackenhut Corrections Corporation, GEO Group

Contract Number: ACB-3-C-0008, ACL-4-C-0001, ODT-6-C-0002, ACL-2-C-0004, ACD-03-C-0008 (ACB3C0008, ACL4C0001, ODT6C0002, ACL2C0004, ACD03C0008)


Solicitation Number: ACB-3-R-0041 (ACB3R0041)

Requisition/Reference Number: DRO-3M-RQ0216, DRO-04-RQ0314, DRO-06-RQ0333, DRO-05-003A, FOW060019A, DDP-07-235, FDNDRO070027.1 # .2 (DRO3MRQ0216, DRO04RQ0314, DRO06RQ0333, DRO05003A, FOW060019A, DDP07235, FDNDRO070027.1 &.2)


Services Provided: Providing all labor, supplies, and equipment, to manage and operate the Migrant Operations Center (MOC) located on the U.S. navy Base, Guantanamo, Cuba; Providing detention services, Western Region Detention Facility, San Diego, California (CA).
2. CONTRACT NUMBER
ACB-3-C-0008

3. SOLICITATION NUMBER
ACB-3-R-0041

4. TYPE OF SOLICITATION
SEALED BID (SB)

5. DATE ISSUED
July 25, 2003

6. REQUISITION/PURCHASE NUMBER
DRQ-3-M-R00216

7. ISSUED BY
US Department of Homeland Security

ATTN: ACHPMM NED ROSS

South Burlington VT 05403

NOTE: In sealed bid solicitations "offer" and "offering" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 1 copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in South Burlington until 4:30 p.m. local time 7/28/2003.

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
Ned R. Ross
802-872-8700

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

13. DISCOUNT FOR PROMPT PAYMENT
10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS
AMENDMENT NO. DATE AMENDMENT NO. DATE

NOTE: The offer acknowledges receipt of amendments to the solicitation for offers. (Unduplicated numbers are indicated and dated.)

15A. NAME OF OFFEROR
Wackenhut Corrections Corporation
One Park Place, Suite 700
621 NW 53rd St., Boca Raton, FL 33487

15B. TELEPHONE NO. (Include area code)
800-666-5640

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Wayne H, Calabrese, Vice Chm & Pres.

17. SIGNATURE DATE
7/28/03

18. OFFER DATE
7/28/2003

19. ACCEPTED AS TO ITEMS NUMBERED
20. AMOUNT
$1,397,170.00

21. ACCOUNTING AND APPROPRIATION INFORMATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304 (c) (1) ☐ 41 U.S.C. 253 (c) (2)

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
P O. Box 560947
Dallas, TX 75356-0947

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

25. PAYMENT WILL BE MADE AT

26. NAME OF CONTRACTING OFFICER (Type or print)
Roger E. Fregeau

27. UNITED STATES OF AMERICA

28. AWARD DATE
8/20/03

IMPORTANT: Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

AUTHORIZE FOR LOCAL REPRODUCTION

Previous edition is unsuitable

STANDARD FORM 33 (Rev.9-97)

Prepared by GSA FAR (48 CFR) 53.214 (C)

A-1
SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall provide non-personal services according to the contract’s requirements, including all labor, supplies and equipment, to manage and operate the Migrant Operations Center (MOC) located on the U.S. Navy Base, Guantanamo, Cuba.

The Contractor shall staff to operate the MOC with a combined population of 100 migrants. This population may consist of single adult males and females, unaccompanied male and female juveniles, and family groups. In the event the population surges above 100 migrants, additional Contractor staff may be required. Upon contractor request for additional surge staff and pursuant to negotiation of that request, the Contracting Officer may order additional surge staff in accordance with CLIN 0003.

Performance shall commence upon Contractor’s receipt of a Notice to Proceed, but no later than October 1, 2003, and shall continue for 6 months thereafter in accordance with Section F of the contract. There are also two 3-month options that may be exercised at the Government’s discretion for continued management and operation of the MOC.

Fixed pricing shall include all management, supervision, facility operation, quality, scheduling, safety, housing, transportation, and reporting requirements.

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<tr>
<th>CLIN</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<td>0001</td>
<td>Manage/Operate MOC</td>
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<td>Per Month</td>
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<td>0002</td>
<td>DATA IAW Section J</td>
<td>1 LOT</td>
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| OPTION PERIOD ONE: DURATION OF OPTION PERIOD ONE IS THREE MONTHS, COMMENCING AT EXPIRATION OF BASE PERIOD |
| 1001   | Manage/Operate MOC   |          | Per Month   |             |
| 1002   | DATA IAW Section J    | 1 LOT    | NSP         | NSP         |

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<td>1 LOT</td>
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**OPTION PERIOD TWO:** DURATION OF OPTION PERIOD TWO IS THREE MONTHS, COMMENCING AT EXPIRATION OF OPTION PERIOD ONE.

**SURGE CAPABILITY:** ADDITIONAL CUSTODY OFFICER DAYS MAY BE ORDERED AT ANY TIME DURING CONTRACT PERFORMANCE INCLUDING PERFORMANCE DURING ANY OPTION PERIOD.

Description Continued: Surge Capability IAW PWS paragraph 1. This is a Time and Materials CLIN. Additional Custody Officer Days may be ordered via a bi-lateral modification to the contract using the pricing below and the procedures in Section H-16, "Time and Materials"

Custody Officer Day Rate: per day
Supervisory Custody Officer Day Rate: per day
Performance Work Statement

Migrant Operations Center

United States Navy Base
Guantanamo Bay, Cuba
BACKGROUND

The Bureau of Immigration and Customs Enforcement (BICE), a component of the Department of Homeland Security (DHS), requires services to manage and operate the Migrant Operations Center (MOC) located on the United States Naval Base (USNB), Guantanamo Bay, Cuba (GTMO).

The MOC is a facility at which undocumented aliens seeking to enter the United States who are interdicted at sea or otherwise encountered in the Caribbean region are provided custody, care, safety, transportation and other needs pending a determination of their immigrant status and transfer.

Executive Order (E.O.) 13276, Delegation of Responsibilities Concerning Undocumented Aliens Interdicted or Intercepted in the Caribbean Region (dated November 15, 2002) (subsequently amended by E.O. 13284, Amendment of Executive Orders, and Other Actions, in Connection With the Establishment of the Department of Homeland Security (dated February 28, 2003)), identifies responsibilities of the Department of Homeland Security (DHS), Department of State (DOS), and the Department of Defense (DOD) in responding to the migration of undocumented aliens in the Caribbean region.
1. GENERAL REQUIREMENTS

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of the government-owned/contractor-operated MOC located at USNB, GTMO.

Unless explicitly stated otherwise, the contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract requirement. Unless explicitly stated otherwise, the contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

The MOC shall have permanent structures with a base operational capacity of approximately 100 migrants. Open space within the secure perimeter of the MOC shall be designed to provide recreational opportunities during normal operations and to accommodate government-owned temporary structures for up to approximately 300 additional migrants in the event of a sudden surge in the migrant population.

The contractor shall provide sufficient resources to perform contract requirements at the base operating capacity. The contractor may request additional staff to support a migrant population above the base operating capacity. Such a request will be assessed cooperatively by the contractor and the Contracting Officer (CO). As determined necessary to support MOC operations, the CO may order additional staff from the contractor in accordance with the contract pricing schedule.

The MOC will be divided into two distinct compounds: a Migrant Processing Unit and a Migrant Resettlement Unit. Migrants will be housed in the Migrant Processing Unit after they arrive on GTMO until a status determination is made by an authorized official from the Bureau of Customs and Immigration Services (BCIS). After a determination of status is made, migrants will generally either be repatriated or transferred to the Migrant Resettlement Unit to await resettlement. The contractor will assume primary responsibility for migrant care from the time BICE transfers custody until the migrant is repatriated or resettled. Sight and sound separation of these distinct populations will be maintained at all times.

The MOC residents shall be comprised of a dynamic population to include single adult males and females, unaccompanied minors of both genders, and families of various ages. The population will be comprised of various nationalities and security levels. The population shall be classified by BCIS staff into three broad categories:

1) Protect – A Protect designation is afforded to those migrants who have a finding of credibility for protection made by an authorized BCIS Asylum
Pre-Screening Officer (APSO). Migrants in Protect status are normally housed within the minimum security setting of the Migrant Resettlement Unit and often are assigned jobs and permitted programming opportunities beyond the confines of the MOC. DOS is responsible for the case management of this population. Historically, the duration of stay for migrants in Protect status ranges from 6 months to 4 years, with an average of approximately 2 ½ years. During the past 12 months, the protect population has averaged approximately 10 migrants per day.

2) Undetermined – A migrant who has not been screened or received a determination regarding their individual protection application shall be designated as Undetermined and shall be maintained in the secure setting of the Migrant Processing Unit. BCIS is responsible for the case management of this population. Historically, the duration of stay for migrants in Undetermined status ranges from approximately 1 week to 6 months with an average stay of approximately 2 weeks. During the past 12 months, the undetermined population has averaged approximately 4 migrants per day.

3) Non-Protect – All migrants found ineligible to receive protection status by the APSO shall receive a designation of Non-Protect and shall be maintained in BICE designated secure housing until removed. Migrants receiving a Non-Protect designation are normally removed within 24 hours. BCIS is responsible for the case management of this population.

Migrants reside at GTMO voluntarily and may request repatriation through the APSO at any time. At any point prior to actual repatriation, a migrant may withdraw a voluntary repatriation request. While at GTMO, migrants shall be designated to the MOC and shall abide by MOC rules. Although migrants are residing at the GTMO voluntarily, it is essential the contractor perform in accordance with the terms of the contract in order to maintain the security and safety of the migrant population, the USNB, government personnel, government property, and contractor staff.

Prior to issuance of the NTP, BICE will perform numerous assessments to ensure the contractor is fully prepared to accept responsibility for performing all requirements of the contract. The contractor shall facilitate the assessment process by accommodating all requests for information or assistance.

1.1 Development of Plans and Procedures

Unless otherwise specified, all plans, policies, and procedures appropriate for the performance of the contract shall be developed by the contractor and submitted in writing to the Contracting Officer’s Technical Representative (COTR) (duplicate copy to CO) for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the COTR.
Institution plans, policies, procedures, and staff shall appropriately address the social and cultural characteristics of the migrant population anticipated for this requirement.

Prior to October 1, 2003, the contractor shall notify the Contracting Officer (CO) through the COTR that it is ready to begin performance of the contract.

Subsequent to receiving the contractor’s request to begin performance, if BICE determines the contractor is ready to perform, the NTP will be issued. The contractor shall be prepared to begin performance immediately upon issuance of the NTP.

The contractor does not have a right of refusal and shall accept all migrant referrals from BICE.

Unless prior written approval by the COTR is granted, the contractor shall house only migrants designated to the facility by BICE.

1.2 Compliance with Applicable USNB Rules and Regulation

Contractor performance shall comply with the PWS and all applicable USNB rules and regulations. USNB retains overall authority in regard to the MOC and base operations. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the COTR shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to the PWS and/or USNB rules and regulations.

1.3 Communication and Coordination with BICE and USNB

Designated BICE and USNB officials shall be kept abreast of MOC operational conditions and events. Regular reporting procedures shall be coordinated with the COTR.

BICE reserves the right to have various staff on site to monitor contract performance. The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

This PWS contains numerous references that direct the contractor to notify, contact or provide the CO or COTR with information or data. Post-award the CO may formally designate other Government representatives to assume those responsibilities.

1.4 Develop and Administer Quality Control Program

The contractor is responsible for development and administration of a comprehensive Quality Control Program (QCP) that ensures all requirements of this PWS are achieved. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a QCP to the CO for
Performance Work Statement  Migrant Operations Center

acceptance not later than 30 days after contract award. The CO will notify the contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date.

The plan must include:

1) A description of the inspection system to cover all services listed in this PWS. The description must include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
2) A description of the methods to be used for identifying and preventing defects in the quality of service performed.
3) A description of the records to be kept to document inspections and corrective or preventive actions taken.
4) The records of inspections must be kept and made available to the COTR, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

All records related to contract performance shall be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this PWS, the contractor shall, upon completion or termination of the resulting contract, or upon request, transmit to the Government any records related to performance of the contract.

1.5 Government Quality Assurance

The Government’s quality assurance (QA) is comprised of the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government’s QA program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor’s operations and after completion of the tasks. When the Contractor is advised of any possible unsatisfactory condition(s) via a Contract Discrepancy Report (CDR), the Contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The COTR may check the Contractor’s performance and document any non-compliance, but only the CO may take formal action to remedy the unsatisfactory performance. There may be several COTRs designated for this contract. The COTRs will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

1.6 Contractor’s 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 solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any
reductions in the Contractor’s invoice shall reflect the contract’s reduced value resulting from the Contractor’s failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

1.7 Inspection by Regulatory Agencies

Work described in the contract is subject to inspection by other Government agencies. Subsequent to COTR notification, the Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

1.8 Performance Evaluation Meetings

The Contractor’s representatives shall meet with the COTR(s) and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems. A mutual effort will be made to resolve all problems identified.

1.9 Coordination and Support of Programs and Services

Multiple government agencies will be impacted by, and provide support to, this contract. Contract administration is the responsibility of the Administrative Contracting Officer. Contract oversight shall be the direct responsibility of the COTR. MOC support services (e.g., medical care, food service, laundry, facility maintenance and repair, etc.) will be provided by USNB. Case management of the migrant population shall be provided by the DOS, BCIS, or other designated government organizations as appropriate.

The contractor shall be responsible for closely coordinating performance with BICE, USNB, DOS, and BCIS to facilitate performance of this contract. The MOC and migrant population shall require the support of multiple programs and services delivered by various organizations. The contractor shall provide the necessary assistance and coordination to facilitate delivery of these programs and services.

The contractor shall ensure a positive relationship is maintained with all government entities associated with this contract.

1.10 Coordinating Requests for Information

The contractor’s procedures shall ensure a tracking system is established to record all non-BICE inquiries pertaining to the MOC. No information pertaining to the MOC shall be released without the prior written permission of the COTR.
Performance Work Statement

The COTR shall be notified immediately when a request is received for migrants or employee interviews or visits to the facility.

2. HUMAN RESOURCES

2.1 Employee Standards of Conduct

It is essential all contractor personnel (employed, subcontracted, or unpaid) meet the highest standards of professionalism and personal integrity.

The Contractor shall be responsible to the Government for acts and omissions of its employees and for any Subcontractor(s) and their employees.

The contractor shall develop written standards of conduct, along which specific disciplinary actions, which are consistent with the Federal Employee Responsibilities and Conduct standards as enunciated in 5 CFR 2635 and 3801. These standards shall be maintained as a part of the contractor’s Personnel Policy Manual. Employees, subcontractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The contractor shall follow procedures outlined below:

2.2 Security Requirements

2.2.1 Suitability Determination

The DHS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the work-site during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The DHS may as it deems appropriate, authorize and grant temporary access to employees of the contractor, subcontractor, vendor, and/or volunteer who for any reason may visit the work-site during the period of this contract and for all employees who have access to the detention facility in the performance of the contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof; and the granting of either a favorable EOD decision or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by DHS, any time during the term of the contract. No employee of the contractor, subcontractor, vendor or volunteer shall be allowed access to the facility without a favorable EOD decision by the DHS Contract Security Office.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by DHS. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity
designation shall be at level 5 Moderate Risk. Positions that have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 5 Moderate Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low risk shall require a National Agency Check and Inquiries investigation (NACI). All background investigations shall be processed through the DHS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the DHS Contract Security Office VIA the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 45 days prior to entry on duty:

1. Standard Form (SF) 85P, “Questionnaire for Public Trust Positions”
2. SF 85 P-S, “Supplemental Questionnaire for Selected Positions” note: this form is used for guards or detention officers only.
3. Form FD-258, “Fingerprint Card”
4. Foreign National Relatives or Associates Statement
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act”

Necessary forms shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by DHS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

The contractor shall appoint a senior official to act as the Security Officer. This individual shall interface with the Contracting Officer through the Contracting Officer’s Technical Representative (COTR) on all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

Prior to the granting of a favorable EOD decision, the contractor must submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant will commence within five calendar days of receipt of an applicant’s personnel suitability packet by the COTR. The results of an applicants drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant’s personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.
Drug screening for cause may be required by DHS at any time. The contractor shall have a random drug-screening program, the results of each screening shall be provided to DHS immediately.

Drug screening shall be ordered and accomplished at contractor's expense. DHS shall have and exercise full and complete control over granting, denying, suspending, and terminating employment suitability checks for employees and prospective employees. If a report indicating the unsuitability of any employee is received after processing of these forms, or if a prospective employee is found to be unsuitable or unfit for his assigned duties, the COTR shall inform the contractor that the employee shall not either continue to work, or be assigned to work under the contract.

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR. The contractor is required to submit the names and social security numbers of transferring employees to the DHS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

DHS reserves the right and prerogative to require the contractor to remove any contract employee from the DHS contract, terminate the services and restrict access to the facility of any contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers within five days of occurrence.

The Contractor will report any adverse information coming to their attention concerning contract employees under the contract to DHS' Security Office. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employee's name and social security number, along with the adverse information being reported.

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

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor will be responsible to the Government for acts and omission of his own employees and for any Subcontractor(s) and their employees.
In the interest of limiting access to potentially sensitive information and Information Technology (IT) Systems, DHS will consider only U.S. Citizens and Lawful Permanent Residents (LPR) for employment on this contract. DHS will not approve LPRs for employment on this contract in any position requiring the LPR to access or assist in the development, operation, management or maintenance of Department of Justice (DOJ) IT systems, unless a waiver has been granted by the DOJ Chief Information Officer.

Subject to existing laws, regulations and other provisions of this contract, illegal or undocumented aliens shall not be employed by the contractor, or any subcontractor(s), to work on, under or with this contract. The contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

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

2.2.2 Security Management

The Contractor shall notify the CO of all employee resignations, terminations, or transfers within five days of occurrence.

2.3 Employee Strikes and Collective Bargaining

In the absence of a collective bargaining agreement, the contractor shall enter into a written employment agreement with each employee assigned to work under this contract. This agreement shall provide that, in recognition of the public safety requirements for uninterrupted services under this contract and in return for adequate consideration, including an employee grievance procedure, the employee agrees not to strike or otherwise interrupt normal operations at the facility without giving 10 days advance written notice.

The contractor shall ensure that a contingency plan covering work actions or strikes is included as a part of its Personnel Policy Manual.

In the event the contractor negotiates collective bargaining agreements applicable to the work force under the contract, the contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree
upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for custody services.

2.4 Essential Personnel

All personnel files pertinent to performance of this contract shall be available to the COTR upon request. Personnel files, including background checks, shall be maintained for the duration of the contract. The contractor shall maintain verification of training and experience which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual’s performance under the contract. Personnel requirements of the contractor shall convey to all on-site subcontractor personnel.

The contractor is responsible for ensuring that all staff have expedient access to all required permits, licenses, identification, and a valid U.S. Passport while available for performing work under this contract.

The following are essential personnel with respective minimum qualification requirements critical for performance of the contract. The contractor may use other titles.

Program Manager: Minimum Qualifications - Knowledge and experience within the last five years in the development, management, and execution of requirements similar in nature, size, and scope to those described within this PWS. This individual serves as the contractor’s primary point of contact and exercise overall management control over performance. Minimum Positions: 1.

Supervisory Custody Officer: Minimum Qualifications - A minimum of 3 years of full time experience in a corrections/detention field or as a law enforcement officer employed by a public entity. A minimum of 1-year experience as a supervisor/manager in any field. This individual shall supervise the operation and security of the MOC, migrant population, and custody officer’s in accordance with the performance requirements of the contract. Minimum Positions: 1 on-duty at all times.

Custody Officer: Minimum Qualifications – A minimum of 1 year of full time experience in a public or private security or law enforcement related field. This individual shall provide for the care and custody of the migrant population in accordance with the performance requirements of the contract. Minimum Positions: Based on the contract staffing plan.

Programs Officer – Minimum Qualifications – A minimum of 1-year experience developing, organizing and supervising recreational, educational, cultural, and religious programs in an institutional setting. This individual shall develop, organize, and supervise the delivery of programs and services for the migrant population in
coordinated with the contract's participating governmental entities. Minimum Positions:
1.

Within 15 days of contract award, the contractor shall submit a written request to the
COTR for conditional employment approval of the program manager.

2.5 Staffing Levels

The number and type of staff described in the contractor’s staffing plan accepted in the
resulting contract shall be maintained as the minimally acceptable staff complement
throughout the term of the contract. Any and all requests to reduce staffing levels or staff
utilization shall be submitted in writing to the CO through the COTR for approval prior
to implementation.

The contractor shall maintain staff assignment rosters, which reflect both scheduled and
actual assignments, by shift and for each post. The contractor shall maintain the rosters
for the duration of the contract.

A minimum of one staff member per shift shall be bilingual in Spanish and English.

At a minimum, the contractor shall ensure sufficient female staff is available to provide
custody supervision of any female/family population/unaccompanied minor designated to
the MOC.

2.6 Staff Uniforms and Identification

All contractor custody staff shall wear contractor-supplied uniforms while on duty. The
uniforms worn by contractor employees will be readily distinguishable in color and style
from official uniforms worn by BICE or USNB staff. No employee may enter on duty
until they have been issued and are wearing a complete uniform.

All contractor employees will wear contractor issued identification credentials in a
manner prescribed by contractor policy while on MOC property. At a minimum,
identification credentials shall contain the following: head and shoulder picture; printed
personal description (e.g., name; sex; height; weight; hair and eye color); date of
issuance; printed full name; employee signature; contractor seal or identifying logo.

2.7 Recruiting

The contractor shall administer an active recruitment program and maintain a register of
eligible candidates to facilitate filling staffing vacancies. The recruitment program shall
place special emphasis on identifying potential GTMO residents as candidates for
employment.
2.8 Staff Housing

Contractor staff shall be required to reside in government-owned base housing on a reimbursable basis. Base housing shall be leased via a direct relationship between GTMO and contractor staff. BICE shall not be a party to this arrangement. Base housing is extremely limited. Therefore, housing shall be provided for contractor employees only.

Scheduled water taxi service offering transportation to and from the USNB windward side will be provided on a no-cost basis by USNB. Unscheduled service to satisfy special movement requirements may be furnished on a reimbursable basis, following coordination with USNB officials.

3.0 TRAINING AND STAFF DEVELOPMENT

3.1 BICE Sponsored Training

To assist the contractor in becoming familiar with the requirement, BICE will provide approximately 24 hours of mandatory program familiarization to the Program Manager and Supervisory Custody Officers prior to issuance of the NTP. Training will be located at GTMO. The Government will provide the specialized training on a one-time basis. To receive the training, the contractor must: submit a written request to the CO through the COTR within 30 days after contract award and, unless otherwise advised by the Government, pay all costs associated with contractor staff attendance.

The contractor may request, at its expense and subject to the approval of the COTR, additional BICE training to supplement the initial training outlined above or other training applicable to MOC contract performance.

3.2 Contractor Sponsored Training

The contractor shall require all staff to participate in a minimum of 24 hours of contractor provided orientation training before undertaking their assignments and 24 hours of contractor provided in-service training on an annual basis. Training shall include subjects related to performance of this requirement. Requests to waive in-service training requirements based on prior experience and training shall be submitted to the COTR in writing and considered on a case-by-case basis.

The contractor shall develop and implement a comprehensive staff training program addressing the contractor’s sexual abuse/assault prevention and intervention program. Written policy, procedure and practice shall provide that all staff receive such training prior to EOD and on an annual basis.

The contractor shall provide disturbance control training to all Custody Officers.
Pre-service and in-service training shall be augmented with specialized training as appropriate.

4. MIGRANT FILES AND RECORDS

4.1 Confidentiality of Information

Policy and procedures shall be developed to ensure the confidentiality and security of all information pertaining to the migrant population.

4.2 Migrant File/Record Content

The contractor shall establish a paper file on each migrant designated to the MOC. At a minimum, the file shall contain:

- a) Name and alien registration number;
- b) initial screening and intake forms;
- c) program rules and disciplinary policies;
- d) copies of disciplinary actions;
- e) receipt and inventory of cash and personal property;
- f) release forms, and
- g) any other relevant information.

The contractor shall maintain files for the duration of the contract and then provide all migrant files to the COTR.

5. INFORMATION SYSTEMS

5.1 Computer Requirements

The contractor shall provide the necessary computer hardware and software to support performance of contract requirements. The contractor shall be expected to use computer applications to document the following procedures: admissions and releases; migrant security counts; medical treatment; migrant classifications, assignments and programming; rules violations and discipline determinations.

The contractor shall ensure fundamental information technology resources (computer hardware, network and operating system software and telecommunications facilities) used in performance of this contract function properly and are maintained in good operating condition.

At the discretion of the COTR, an independent evaluator, compensated by the government, may interview and/or administer surveys to staff and migrants.

6. PHYSICAL PLANT

The referenced MOC is currently under construction. In the event the MOC is not completed upon contract award, or for other reasons must be relocated during contract
Performance Work Statement

Migrant Operations Center

performance, the contractor shall be assigned an alternate performance location on
GTMO and requirements shall be adjusted as necessary.

The MOC shall be comprised of dormitory style housing units, a celled housing unit,
common program spaces, control center, government occupied space, and a controlled
perimeter.

The contractor is prohibited from constructing or modifying facilities at the contract
location without the written approval of the COTR.

6.1 Safety Program

The contractor shall maintain a comprehensive MOC safety program in compliance with
applicable USNB policy and procedures. The Contractor shall keep all floors, hallways,
and exits free of barriers, impediments, and hazardous substances.

The contractor shall inspect the physical plant on a daily basis. The contractor shall
report any physical damage or maintenance concerns to the COTR in writing within 24
hours of identification.

6.2 Housekeeping and Sanitation

The Contractor shall implement a daily housekeeping schedule for the MOC. The
Contractor shall be responsible for daily cleaning of floors, windows, furnishings,
fixtures, and grounds necessary to conform to the applicable health and sanitary
requirements.

The cleanliness and orderliness of the facility, including the visible components and surfaces
thereof, affect security, safety, and morale of staff and migrants and shall be considered a
significant indicator of overall performance quality.

7. SECURITY AND CONTROL

Positive control of the MOC population is key to successful MOC security and
operations. The migrants' frame of mind from recent experiences may result in challenges
to security and control. Some may have little initiative, be uncooperative due to the
uncertainty of their future, or be angered because of the situation in which they find
themselves. The contractor must constantly monitor and assess the atmosphere of the
MOC. Daily involvement with the migrant population will provide excellent indications
of potential difficulties.

7.1 Use of Force

The use of physical force by MOC personnel is restricted to instances of justifiable self-
protection, protection of others, protection of property, and integrity of the perimeter.
Physical force shall only be used to the degree necessary to safeguard the well being of
Performance Work Statement

the migrant(s) and others in the immediate area. In no case shall force be used as punishment or discipline.

7.1.1 Reporting Use of Force

A verbal report on each use of force incident shall be provided to the COTR by the project manager immediately. Individual written reports shall be prepared by all staff associated with the use of force incident and submitted through the project manager to the COTR within 8 hours of the incident.

The physical force report shall include:

(1) An accounting of the events leading up to the use of force;

(2) An accurate and precise description of the incident and reasons for employing force;

(3) A description of the injuries suffered, if any, and the treatment given and/or received; and;

(4) A list of all participants and witnesses to the incident.

All planned use of force incidents shall be recorded with a video camera and the videotape shall be made available as part of any subsequent report.

7.2 Use of Restraints

Restraints shall not be used except to prevent migrant self-injury, injury to others, or property damage and shall always be used in accordance with contractor policies and procedures. A verbal report on the use of restraints shall be provided to the COTR by the project manager within 30 minutes of their application. An individual written report shall be prepared by the project manager submitted to the COTR within 8 hours of the application of restraints.

7.3 Security/Enforcement Equipment

Within 7 days of contract award, the contractor shall submit to the COTR a proposed inventory of security/enforcement equipment intended for use during performance of this contract. Upon receiving concurrence of the COTR, the security/enforcement equipment inventory shall not be modified without prior written approval of the CO. Security/enforcement equipment shall be stored in a secure location and shall be inventoried daily.

Firearms shall not be permitted as part of the security equipment utilized by the contractor for this requirement.

The frequency of all contractor communications equipment must be submitted for the
review and concurrence of by the COTR and shall comply with all permit/approval requirements.

7.4 Contraband Control

The contractor shall implement appropriate contraband control procedures. Restricted items such as weapons, illicit drugs, and alcohol shall not be allowed. Prescription drugs should not be taken from migrants without first consulting with medical personnel.

7.5 Detainee Searches

The contractor shall perform pat down inspections only if there is reasonable suspicion that the migrant is carrying contraband or other prohibited material.

The contractor shall not conduct strip searches. If the situation warrants such action, the contractor shall immediately notify the COTR.

7.6 24-Hour Supervision

The Contractor shall provide 24-hour supervision of the MOC.

7.7 Migrant Accountability

The migrant count system shall provide for at least one official visual count each 8-hour period. Random census counts of all migrant activity areas shall be conducted on a daily basis. All counts shall be documented in a log maintained in the MOC control center.

7.8 Maintenance and Security of Keys and Locks

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of reporting all damaged keys and/or locks; method of reporting any keys or mechanisms that may be compromised; policy for restricting security keys from 24-hour issue or removal from the MOC; and method of issuing emergency keys. Emergency keys shall be available for ALL areas of the institution to which emergency access or egress may be necessary.

7.9 Security Perimeter

The contractor shall ensure the facility perimeter is physically inspected on a daily basis. Visual inspections shall be conducted each shift of all fences and exits of the secure perimeter. These inspections shall be documented and the COTR shall be notified immediately, followed by a written report, upon identification of a security concern.
The contractor shall prohibit migrants from having contact with the secure perimeter fence.

7.10 Controlled Items

The contractor shall ensure that controlled tools, equipment, and hazardous materials be classified by security risk and those most likely to be used in an escape or as a weapon be issued to migrants only under direct staff supervision. All controlled items accessible to migrants shall be accounted for at the beginning and end of each work period.

7.11 Migrant Transportation

The contractor is responsible for all required movement/transporation of migrants to locations on GTMO. Examples of circumstances requiring migrant movement/transporation include, but are not limited to: outside medical care; employment; program participation; reception; release; interviews. The contractor’s transportation policy and procedures shall promote staff and migrant security and safety.

7.12 Reporting to and Investigating Incidents

The Government may investigate any incident pertaining to performance of this contract. The contractor shall cooperate with the Government on all such investigations.

The contractor shall immediately report all serious incidents to the COTR. A written report shall be prepared by the program manager and submitted to the COTR and the CO within 8 hours of the incident.

The report shall include the date, time, and location of incident; the name of persons notified; if law enforcement was notified; type of incident; identification of those involved and witnesses; descriptions of staff/migrant injuries; medical treatment provided; detailed description of incident; contractor response to incident; and any additional information requested by the COTR and CO.

Serious incidents include, but are not limited to the following: disturbance; staff use-of-force; assault on staff/migrants; escape; attempted escape; suicide attempt; change in migrant medical condition; death; adverse incidents that may attract unusual interest or publicity; adverse weather; threats; accidents resulting in injuries, death or property damage; emergencies or other unusual events affecting a migrant; significant breach of MOC rules; intelligence regarding MOC safety and security; allegations of staff misconduct.

As directed by BICE, the contractor shall cooperate with Government officials in the event of an emergency.

The contractor shall report all criminal activity related to the performance of this contract to the COTR.
7.13 Post Orders

The Contractor shall prepare comprehensive post orders for each staffed post. Post orders shall be centrally located and available to all staff. All staff members shall certify in writing that they fully understand and agree to comply with all post orders. Staff certifications shall be retained by the contractor and made available to the COTR upon request.

7.14 Observation of Migrant Behavior

The contractor shall be observant of migrants in an effort to identify unusual behavior or signs of depression. The contractor shall provide frequent observation of migrants if such circumstances occur. The contractor shall notify the COTR immediately if a migrant’s behavior causes concern. Migrants identified by USNB medical professionals as suicidal shall be placed under constant supervision.

8. SAFETY AND EMERGENCY PROCEDURES

8.1 Develop and Implement Emergency Plans
The contractor shall develop and prepare to implement emergency plans in coordination with BICE and USNB on a regular basis. The contractor shall ensure staff understand and are fully prepared to implement MOC emergency procedures.

9. DISCIPLINE

Essential to population control is the establishment and enforcement of MOC rules and grievance procedures.

9.1 MOC Rules and Discipline

The contractor, in consultation with BICE, BCIS, DOS and DOD, shall establish MOC rules and disciplinary procedures to promote good order and behavior. MOC rules shall be clear and enforceable. Rules shall be posted visibly in clear, simple and correctly translated languages, distributed and explained during reception procedures, reiterated, discussed, and amended as required through various means such as policy letters, fliers, and migrant meetings.

The contractor shall ensure that the standards for rules and discipline are formulated with consideration for the range of ages and maturity found in the migrant population and are culturally sensitive.

The contractor shall have written rules, which specify acts prohibited within the program and penalties that may be imposed for various degrees of violation.

A written disciplinary report shall be prepared when migrants are charged with violation of MOC rules. The report shall include: the specific rule violated; the facts surrounding the incident; names of migrants involved in the incident; the names of witnesses, if any;
the disposition of any evidence involved; any immediate action taken; the date and time of the offense; and the signature of the reporting staff member.

The Contractor shall not put migrants in a position to supervise, control or exercise any authority or appearance of authority over other migrants.

9.2 Conflict Resolution
Policy and procedures established by the Contractor shall ensure an open channel of communication between staff and migrants. The policy and procedures shall identify migrant points of contact for problem identification and detail the Contractor's internal system of resolution or referral to mediating officials.

9.2.1 Grievance Procedures
The Contractor shall implement a procedure for the expression and resolution of migrant grievances. The contractor shall facilitate the grievance procedure through communicating the procedure to migrants verbally and in writing, resolving complaints informally when possible, forwarding written complaints to the COTR and responding to complaints pertaining to contractor performance.

9.2.2 Informal Resolution of Grievances
Informal resolution of conflicts between migrants and staff members is strongly encouraged. If an informal grievance from a migrant is made orally to a staff member, he or she shall attempt a resolution. If the staff member is unable to resolve the complaint, the migrant shall be referred to the formal grievance process.

9.2.3 Formal Grievances
A formal grievance is a written request for complaint or conflict resolution that is submitted to the COTR by a migrant. If a formal grievance pertains to contractor performance, it shall be forwarded to the Program Manager who shall provide a written response to the COTR within 3 business days.

10. RECEPTION AND PROCESSING
Migrants may arrive at GTMO from a United States military vessel, aboard a raft or private vessel that makes landfall on GTMO, or directly from Cuba by circumventing the base perimeter.

Upon arrival at the USNB, migrants will be delivered initially by military personnel to a secure location on GTMO where they will undergo security screening to determine potential threat to either the safety or security of USNB. Migrants will be interviewed by government personnel and given a symptomatic medical examination to determine potential health risk prior to being designated to the MOC population.
Migrants will also receive a joint orientation briefing by government officials which establishes rules/expectations for conduct while in residence at GTMO, describes the information required during the government interview, and makes it clear they are at GTMO voluntarily and may request repatriation at any time.

10.1 Transportation of Migrants

At the conclusion of government processing, migrants will be designated to the MOC. Upon request by BICE, the contractor shall transport newly arriving migrants to the MOC. Because migrants are frequently fearful, care must be taken to promote their movement and transfer in a positive manner. The contractor shall clearly communicate to each migrant why and to where they are being moved.

10.2 Migrant Personal Property

Immediately upon arrival at the MOC, the contractor shall conduct a search of the migrant and their belongings. With appropriate consideration for MOC safety and security, migrants should be permitted to retain possession of personal belongings. The contractor shall prepare an inventory of all personal property belonging to the migrant. The contractor shall issue a receipt for all cash and other property taken from the migrant upon admission and ensure both the staff member responsible for the inventory and the migrant signs the property receipt. A copy of the inventory shall be provided to the migrant and a copy shall be retained by the contractor in the migrant’s file. All contraband items shall be confiscated. The inventory record shall be amended to record any additional property the migrant obtains during their stay at the MOC.

10.3 Distribution of Personal Items

Migrants often arrive with little or no personal items to take care of their individual daily needs. The contractor shall make available to each migrant the following items immediately upon facility arrival: soap, wash cloth, towel, sheets, pillow, pillow case, plastic wash bucket, toothbrush/toothpaste, comb/brush, appropriate hygiene products, gender appropriate underwear and clothing. The standard issue of clothing is 2 size appropriate t-shirts and 2 size appropriate pair of cotton short pants; 2 pair of underwear; and one pair of shoes. Children under 6 years of age shall be provided with similar age-appropriate articles.

At a minimum, underwear shall be exchanged daily, clothing shall be exchanged on a 72 hour rotation, bedding and linens shall be exchanged weekly. More frequent exchanges shall be provided as needed to ensure sanitation and appropriate hygiene.

Laundry services shall be provided by the USNB, with collection and return of clothing conducted by the contractor.
10.4 Designation of Quarters

The contractor shall designate migrants to quarters appropriate to their BCIS designation and in accordance with sound population management practices (e.g., family relationships, sex, age, etc.). To the extent possible, family members should not be housed separately from each other.

10.5 Migrant Orientation

The contractor shall provide each migrant with a verbal and written orientation of MOC rules, policies, and procedures within 12 hours of arrival at the MOC.

10.6 Migrant Identification

The contractor shall develop and implement policy and procedure to provide migrants with an identification card within 24 hours of arrival at the MOC. At a minimum, identification credentials shall contain the following: head and shoulder picture; printed personal description (e.g., name; sex; height; weight; hair and eye color; nationality); date of issuance; printed full name; protection/undetermined status; identifying logo. Migrants shall be required to possess the identification card on their person at all times.

11. HEALTH CARE

11.1 Notification of Medical Issues

The contractor shall notify the COTR and follow established procedures to notify designated USNB medical personnel regarding issues of medical concern or medical emergencies.

12. MIGRANT WORK

12.1 Migrant Work Opportunities

The contractor shall develop policies and procedures in coordination with the COTR to provide migrants with work opportunities appropriate for their classification. The migrant work plan shall include facility sanitation and minor maintenance responsibilities. The migrant work plan shall recognize that migrants in protect status may be employed by civilian organizations on USNB.

Migrants shall not be used to perform the responsibilities or duties of an employee of the contractor. Migrants shall not be assigned work considered hazardous or dangerous.
13. FOOD SERVICE

13.1 Delivery of Food Service

The contractor shall arrange for the delivery of food prepared by the USNB and shall make distribution to the migrant population as required. Routinely, migrants classified as protect status will be permitted to utilize designated USNB food service facilities.

The contractor will collect food service materials delivered to the MOC and will prepare for their return to USNB as required.

The contractor shall not use withholding of food as a means of discipline or punishment. In the event of a hunger strike the Contractor shall immediately notify the COTR.

There shall be group dining, except where security or safety considerations justify other procedures.

14. RECREATION AND ACTIVITIES

14.1 Supervision of Recreation Activity

The contractor shall ensure sufficient staff are assigned to supervise all migrants recreation activities provided by the MOC.

Migrants classified as protect status will be permitted to make use of recreational facilities and other programs sponsored by USNB.

15. MAIL AND TELEPHONE COMMUNICATION

15.1 Delivery of Mail

The contractor shall ensure that all mail, letters, packages, baggage, or any other items delivered to the facility and addressed to a migrant are promptly and properly delivered.

15.2 Inspection of Mail

If there is reason to believe that contraband is included in a migrant’s mail, the COTR shall be notified. With the COTR’s concurrence, the migrant shall be required to open the package in the presence of a staff member. The staff member may conduct a visual inspection. Contraband shall be removed from any incoming mail or baggage.
Contractor staff shall not read mail or impede the migrant’s access to any form of personal mail unless there is reason to believe the well being of the migrant or the program are threatened. All legal and official correspondence addressed to a migrant shall be forwarded to the COTR for final delivery.

15.3 Phone Calls

Phone calls are allowed on regular supervised basis as approved by the COTR. The MOC shall have a designated location for migrant phone calls. The contractor shall monitor use of the phone if requested by the COTR.

END
PART I - THE SCHEDULE
SECTION D - PACKAGING AND MARKING

1. Deliverables referenced in Section J shall be packaged in accordance with the Contractor's standard commercial practice to the degree required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Packages shall be adequately marked to ensure delivery to proper destinations without delay. A packing list will accompany each shipment.

2. At a minimum each shipping container shall be plainly and indelibly marked to show the following:
   a. Consignee;
   b. Contract number;
   c. Order number (if any);
   d. A brief description of the items;
   e. Quantity;
   f. Contractor's name; and,
   g. Any other markings that may be given to the Contractor prior to delivery.

3. All associated costs for packaging, marking, and shipping shall be included in the contract price.
SECTION E
INSPECTION AND ACCEPTANCE

1.  52.252-2  Clauses Incorporated by Reference.  FEB 1998

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

2.  52.246-4  Inspection of Services - Fixed-Price  AUG 1996

3.  INSPECTION AND ACCEPTANCE:

   a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the COTR or his designated representative, in accordance with the Inspection Clause and any other provisions specified in this contract. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the contract specifications. Supplies or services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.

   b. The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.
SECTION F
DELIVERIES OR PERFORMANCE

1. **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

   52.242-15 Stop Work Order	AUG 1989
   52.242-17 Government Delay of Work	APR 1984

2. **Submittals**

   Any required submittal of policy manuals, written policy, instructions or procedures, unless otherwise specified, are due as soon as possible but no later than 30 days after award of the contract. Submittals shall be submitted to the DHS COTR with the required number of copies as noted in Section J. DHS approval will be required on all submittals prior to them becoming effective.

3. **Period of Performance**

   The Government contemplates award of one firm fixed price contract for the required services described herein.

   The base period will commence upon the Contracting Officer’s issuance of a notice to proceed and continue for 6 months thereafter. There are two 3-month options under this contract. The first option period will commence upon expiration of the 6-month base period and continue for 3 months. The second option period will commence upon expiration of the first option period and continue for 3 months thereafter. The Contracting Officer has the unilateral right to exercise the options under the contract, provided it sends a notice of intent to do so to the Contractor 30 days prior to expiration of the current contract period. The total potential length of this contract [base period and 2 options] is 12 months.

4. **Monetary Adjustments for Inadequate Performance**

   Each month, the Contractor’s performance will be compared to contract standards and acceptable quality levels using the Performance Requirement Summary (PRS). Through the Inspection of Services clause, the Government can deduct from a Contractor’s payment an amount equal to the services not provided. If performance of a required service is unsatisfactory and the unsatisfactory performance is clearly the fault of the Contractor, an amount of money up to the maximum payment percentage stated in column six of the PRS may be deducted from the monthly invoice. The value of a specific required service is found on the PRS sixth column; this percentage is applied to the contract’s monthly price for the contract line item number CLIN associated with that specific service.
In the example below the maximum payment percent for meeting the PR is 10 percent. This is multiplied by $100,000 to obtain the maximum amount of payment. If completed work was unsatisfactory during the month (that is, it exceeded the Maximum Error Rate (MER), and the percent of the sample found satisfactory was 80 percent, $8,000 would be paid in lieu of the $10,000 payment normally due the Contractor.

The payment amount is reduced because the Contractor failed to provide reliable, uniform services within the assigned performance requirements. Although some completed work may have met the standard during the month, the acceptable quality level was not met and at least 20 percent of the observations were defective. Hence, the total quality performance requirement has not been achieved; as a consequence, the service received is unsatisfactory.

Example of unsatisfactory performance sampling deduction:

If:  Quality of completed work is unsatisfactory (exceeded MER of 5 percent)
and:  Contract price is $100,000 for this month
and:  The maximum payment percent for the required service to total contract price is 10 percent
and:  Sample size is 50
and:  Number of defects in the sample is 10

Then:  Payment for quality completed work is:
Contract price   $100,000
X Payment percentage   .10
        $ 10,000
X Percent of sample good   .80
Payment for this service   $ 8,000

The taking of deductions shall not be deemed to waive or limit any right of the Government under any Default and Termination Clauses, or the Inspection of Services clause. Depending on the Contractor’s overall performance for example, repeated instances of nonperformance or unsatisfactory performance), the government may issue a Cure Notice or a Show Cause letter or terminate the contract.

5. Evaluation of Performance for Contractor Performance Reports

Past performance information is relevant information regarding a Contractor’s actions and conduct on previously awarded contracts. It includes such things as a Contractor’s ability to conform to contract requirements and specifications, adherence to contract schedules, quality performance, cost control, reasonable and cooperative behavior, and commitment to customer satisfaction.

For active contracts valued in excess of $1 Million, the Federal Acquisition Regulation (FAR) requires federal agencies to prepare Contractor performance evaluations (report cards). Report cards are completed and forwarded to the Contractor for review within thirty (30) calendar days.
from the time the work under the contract is completed for each contract year. Interim evaluations by the Contracting Officer may be completed as necessary. The Contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.
SECTION G
CONTRACT ADMINISTRATION DATA

1. Contract Administration

This contract will be administered by:

Department of Homeland Security
Administrative Contracting Officer
70 Kimball Avenue
South Burlington, VT 05402

Written communications shall make reference to the contract number and shall be mailed to the above address.

2. Contracting Officer’s Technical Representative    JAR 2852.201-70    APR 98

   a. __________________________________________ are hereby appointed to act as Contracting Officer’s Technical Representative (COTR) under this contract.

   b. The COTR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

   c. The COTR does not have the authority to alter the Contractor’s obligations under the Contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue changes.

3. Invoice Requirements:

   a. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

      (1) Name of the business concern.
      (2) Invoice date.
      (3) Contract number.
      (4) Description, price, and quantity of services actually rendered.
      (5) Payment terms.
      (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
      (7) Other substantiating documentation or information as required by the contract.
b. The original invoice must be sent to the COTR on-site for certification and the COTR will in turn forward to the Contracting Office. The duplicate invoice (clearly marked “Duplicate Original”) must be sent to the Contracting Office. The Contracting Officer will forward the invoice to the Dallas Finance Center for payment.

4. Method of Payment

Payments will be processed in accordance with Clause 52.232-34, Payment by Electronic Funds Transfer - Other than Contract Registration in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

5. Modifications, Change Orders, Deviations

The Contracting Officer retains the sole right to issue modifications and change orders. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon DHS. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

6. Final Payment

ASSIGNMENT: As a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract shall be completed.

7. Privacy Act Notice: Mandatory Disclosures, Authority, Purposes, and Uses:

Disclosure of your taxpayer identification number is mandatory for Federal income tax purposes under the authority of 26 USC, sections 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). In accordance with the provision at FAR 52.204-3 (b), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
SECTION H
SPECIAL CONTRACT REQUIREMENTS

1. Contract Type

This is a firm fixed price contract except that line item 0003 shall be on a Time and Materials basis.

2. Employment of Illegal Aliens

Subject to existing laws, regulations and other provisions of this contract the Contractor shall not employ illegal or undocumented aliens to work on, under or with this contract. The Contractor shall ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract.

3. Modification Authority

The Contractor shall not accept any modification of the terms, conditions, and/or provisions of this contract issued by any person other than the Contracting Officer.

4. Options:
   Option Periods
   (1) This contract is renewable, at the option of the Government, by the Contracting Officer giving written notice of renewal to the Contractor within the period specified in the schedule; provided, that the Contracting Officer shall give preliminary written notice of the Government’s intention to renew at least 30 calendar days before this contract is to expire. Such a preliminary notice will not be deemed to commit the Government to renewals.
   (2) If the Government exercises this option for renewal the contract as renewed shall be deemed to include this option provision. However, the total duration of this Contract, including the exercise of any options under this clause, shall not exceed 1 year.

5. Pricing of Modifications

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and the Contracting Officer. In addition, if the proposal includes a time extension, a justification therefor will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.
6. Approval of Contract

As discussed in clause 52.204-1 in Section I, this contract is subject to the written approval of an agency official above the level of the Contracting Officer. That official is the Bureau Procurement Chief in the Bureau of Immigration and Customs Enforcement (BICE) Department of Homeland Security (DHS), Washington, DC.

7. Contractor’s Insurance/Bond Requirements

The Contractor shall maintain insurance in an amount not less than $3,000,000 to protect the Contractor from claims under workman’s compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor himself or by any sub Contractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least $500,000 per occurrence is required. Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

8. Hold Harmless and Indemnification Agreement

The contractor shall protect, defend, indemnify, save and hold harmless the United States Government, BICE and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the contractor, its agents, subcontractors, employees, assignees or any one for whom the contractor may be responsible. The contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government, BICE and its employees or agents. The contractor’s liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.
The contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The COR shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or contractor litigation.

9. **Damage to Government Property from Causes Other Than Contractor's Negligence**

Nothing in the above paragraphs shall be considered to preclude the Government from receiving benefits of any insurance the Contractor may carry which provides indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property. Upon request of the Contracting Officer, the Contractor shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation including assistance in the prosecution of suit and the exhaustion of instruments of assignment in favor of the Government in obtaining recovery.

10. **Responsibility for Government Property:**

The Contractor assumes full responsibility for and shall indemnify the Government against all losses and/or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in Contractor's custody and care for storage, repairs, or service to be performed under the terms of this contract when resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractors.

If due to the fault, negligent acts (whether by commission or omission) or dishonesty of the Contractor, any subcontractor, or their employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage. The Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

11. **Accident Report Procedures**

In the event of an accident involving Government personnel or property, the Contractor shall submit a report to the Contracting Officer in letterform that will include the following:

a. Time and date of the event
b. The place of occurrence
c. A list of personnel directly involved
d. A narrative description of the accident that includes a chronological order of the event and circumstances

H-3
The Contracting Officer may request the Contractor to remove any of his/her agents or employees whose conduct, in the opinion of the Contracting Officer, interferes with proper discipline in the area where services are performed. The Contractor shall comply with all such requests. Failure to do so may be cause for action under the clause in Section I entitled "Default".

12. Permits and Code Compliance

The Contractor and any sub-Contractor(s) shall fully comply with all local, city, county, and state code requirements applicable to the work contained within this contract. The Contractor shall, at his own expense, obtain any necessary permit(s) or license(s). Full responsibility for code compliance and obtaining necessary permits/license rests with the Contractor. The Government will not assume liability for failure thereof.

13. System of Records

The system of records referred to in the provisions of FAR Clauses 52.224-1, Privacy Act Notification, and 52.224-2, Privacy Act, are the medical files and records that are required to be kept for each detainee, the intake and booking information for each detainee, the custody records for each detainee, and the daily manifests that are kept of the detainees in the facility.

14. Bargaining Agreement

The Contractor agrees to provide the Contracting Officer, upon request, a copy of any collective bargaining agreement applicable to employees performing on this contract.

15. Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Contracting Officer may require that the Contractor remove from the Government job employees who endanger persons or property, or whose employment under this contract is inconsistent with the interest of DHS security.

16. Time and Materials

This Special Contract Requirement applies to CLIN 0003. CLIN 0003 is priced on a Time and Materials basis.

From time to time, additional Contractor Custody Officer staffing may be required to handle migrant populations above the basic staffing level of 100 migrants. Upon Contractor request for additional surge staff and pursuant to negotiations, the Contracting Officer may order, on a time and materials basis, additional custody officer days to address the need. Any such orders will be in the form of a bi-lateral modification to the contract specifically referencing this Special Contract Requirement. In the event a surge of migrant population occurs that realistically requires additional staffing above and beyond the base level staffing plan, the Contractor may request additional Custody Officer staffing via an abbreviated proposal.
The proposal shall describe the need, how many additional Custody Officer Days are required, and the expected duration of the requirement. The proposal shall also clearly show the number of Custody Officer days by labor category. In addition, the proposal shall show the estimated amount for travel and housing expense. Labor Days are 12-hour days and shall be priced in accordance with the labor day rate(s) reflected in Section B. Travel and housing expense shall be billed as materials and shall be billed at cost. Travel and housing costs are the only authorized materials costs to be billed under this CLIN.

One or several modifications pursuant to this Special Contract Requirement may be issued, provided the total number of Custody Officer Days and the total Not to Exceed (NTE) amount reflected in Section B is not exceeded.
PART II - Contract Clauses

SECTION I

CONTRACT CLAUSES

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

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

52.202-1 Definitions Dec 2001
52.203-3 Gratuities APR 1984
52.203-5 Covenant Against Contingent Fees APR 1984
52.203-6 Restrictions on Sub-Contractor Sales JUL 1995 to the Government
52.203-7 Anti-Kickback Procedures JUL 1995
52.203-8 Cancellation, Rescission, and Recovery of Funds JAN 1997 for Illegal or Improper Activity
52.203-10 Price or Fee Adjustment for Illegal or Improper JAN 1997 Activity
52.203-12 Limitation on Payments to Influence Certain JUN 2003 Federal Transactions
52.204-4 Printing/Copying Double Sided on Recycled Paper AUG 2000
52.209-6 Protecting the Government’s Interest When Subcontracting JUL 1995 With Contractors Debarred, Suspended, or Proposed For Debarment
52.215-2 Audit and Records—Negotiation JUN 1999
52.215-8 Order of Precedence – Uniform Contract Format OCT 1997
52.215-10 Price Reduction for Defective Cost or Pricing OCT 1997 Data
52.215-12 Sub-Contractor Cost or Pricing Data OCT 1997
52.215-15 Pension Adjustments and Asset Reversions DEC 1998
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<tr>
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<th>Date</th>
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<tr>
<td>52.215-18</td>
<td>Revision or Adjustment of Plans for Post-retirement Benefits Other (PRB) Than Pension</td>
<td>OCT 1997</td>
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<tr>
<td>52.215-19</td>
<td>Notification of Ownership Changes</td>
<td>OCT 1997</td>
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<tr>
<td>52.215-21</td>
<td>Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications</td>
<td>OCT 1997</td>
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<td>52.222-1</td>
<td>Notice to the Government of Labor Disputes</td>
<td>FEB 1997</td>
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<td>52.222-21</td>
<td>Prohibition of Segregated Facilities</td>
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<td>52.222-26</td>
<td>Equal Opportunity</td>
<td>APR 2002</td>
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<td>52.222-35</td>
<td>Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Deviation)</td>
<td>DEC 2001</td>
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<td>Affirmative Action for Workers with Disabilities</td>
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<td>52.222-37</td>
<td>Employment Reports on Disabled Veterans and Veterans of the Vietnam Era</td>
<td>DEC 2001</td>
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<td>52.223-5</td>
<td>Pollution Prevention and Right-to-Know Information</td>
<td>APR 1998</td>
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<td>52.223-6</td>
<td>Drug-Free Workplace</td>
<td>MAY 2001</td>
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<td>52.223-10</td>
<td>Waste Reduction Program</td>
<td>AUG 2000</td>
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<td>52.223-14</td>
<td>Toxic Chemical Release Reporting</td>
<td>JUN 2003</td>
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<td>52.224-1</td>
<td>Privacy Act Notification</td>
<td>APR 1984</td>
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<td>52.224-2</td>
<td>Privacy Act</td>
<td>APR 1984</td>
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<td>Restrictions on Certain Foreign Procurements</td>
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<td>Taxes-Foreign Fixed Price Contracts</td>
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<td>52.230-6</td>
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<td>52.232-1</td>
<td>Payments</td>
<td>APR 1984</td>
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<td>Interest</td>
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<td>52.232-23</td>
<td>Assignment of Claims</td>
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<td>52.232-25</td>
<td>Prompt Payment</td>
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<td>Payment by Electronic Funds Transfer – Other Than Central Contractor Registration</td>
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<td>Disputes --Alternate I (DEC 1991)</td>
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<td>Protest After Award</td>
<td>AUG 1996</td>
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<td>52.237-2</td>
<td>Protection of Government Buildings, Equipment, And Vegetation</td>
<td>APR 1984</td>
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<td>52-237-3</td>
<td>Continuity of Services</td>
<td>JAN 1991</td>
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<td>52.242-13</td>
<td>Bankruptcy</td>
<td>JUL 1995</td>
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<td>52.243-1</td>
<td>Changes – Fixed-Price Alternate I ( APR 1984)</td>
<td>AUG 1987</td>
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<td>52.243-7</td>
<td>Notification of Changes</td>
<td>APR 1984</td>
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<td>52.244-5</td>
<td>Competition in Subcontracting</td>
<td>DEC 1996</td>
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<td>52-245-1</td>
<td>Property Records</td>
<td>APR 1984</td>
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<td>52.245-2</td>
<td>Government Property (Fixed Price Contracts --ALT 1 ( APR 1984)</td>
<td>DEC 1989</td>
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<td>52.246-25</td>
<td>Limitation of Liability – Services</td>
<td>FEB 1997</td>
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<td>Value Engineering</td>
<td>FEB 2000</td>
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<td>52.249-2</td>
<td>Termination for Convenience of the Government (Fixed-Price)</td>
<td>SEP 1996</td>
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<td>52.249-8</td>
<td>Default (Fixed-Price Supply and Service)</td>
<td>APR 1984</td>
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<tr>
<td>52.253-1</td>
<td>Computer Generated Forms</td>
<td>JAN 1991</td>
</tr>
</tbody>
</table>
52.204-1 Approval of Contract (DEC 1989)

This contract is subject to the written approval of Department of Homeland Security, Bureau of Immigration and Customs Enforcement, Bureau Procurement Chief and shall not be binding until so approved.

52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

52.217-9 Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 12 months.

52.232-18 Availability of Funds (APR 1984)

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.

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
(c) Designated Office:

I-4
Name: Department of Homeland Security
Dallas Finance Center
Mailing Address: P.O. Box 560947
Dallas, TX 75356-0947

Telephone Number: 214 915-6008
214 915-6291 Fax

Person to Contact: Alberta Lane

Electronic Address: N/A

52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 2003)
(a) Definitions. As used in this clause -
"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definition.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.
(c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15 U.S.C. 637(d)(2) and (3), in all subcontracts that offer further subcontracting opportunities. If the subcontractor (except subcontractors to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8, in the lower tier subcontracts that offer subcontracting opportunities
(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
(iii) 52.222-35, Affirmative Action for Disabled Veterans and Vietnam Era Veterans (DEC 2001)(38 U.S.C. 4212(a));
(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631)(flow down not required in accordance with paragraph (d) of FAR clause 52.247-64).
(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(d) The Contractor shall include the terms of this clause including this paragraph (d), in subcontracts awarded under this contract.
PART III

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

<table>
<thead>
<tr>
<th>ATTACHMENT NUMBER</th>
<th>DESCRIPTION</th>
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<tr>
<td>1</td>
<td>Contract Data Requirements List</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>(Deliverables of Written Documentation)</td>
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</tr>
<tr>
<td>2</td>
<td>Performance Requirements Summary (PRS)</td>
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## Deliverables Schedule

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<tr>
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<th>Reference</th>
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<tr>
<td>1</td>
<td>Plans, policies and procedures appropriate for performance of the contract</td>
<td>3</td>
<td>Prior to issuance of the notice to proceed</td>
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<td>2</td>
<td>Quality Control Plan</td>
<td>3</td>
<td>30 days after award</td>
<td>1.4</td>
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<td>3</td>
<td>Notification of litigation including copies of any pleadings filed</td>
<td>3</td>
<td>5 working days after the filing</td>
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<td>4</td>
<td>Request received for migrant or employee interviews or visits</td>
<td>3</td>
<td>Immediately</td>
<td>1.11</td>
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<td>5</td>
<td>Standards of conduct and corresponding disciplinary actions</td>
<td>3</td>
<td>Immediately</td>
<td>2.1</td>
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<td>6</td>
<td>Security forms for all prospective employees</td>
<td>3</td>
<td>At least 30 days prior to the start of the contract or EOD of the employee</td>
<td>2.2.2</td>
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<td>7</td>
<td>Drug Screening Results for all prospective employees</td>
<td>3</td>
<td>Within 21 days of after submission of the applicant's personnel suitability packet.</td>
<td>2.2.2</td>
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<td>8</td>
<td>Notification of all employee resignations, terminations and transfers</td>
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<td>Within 5 days of occurrence</td>
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<td>9</td>
<td>Reporting of adverse information concerning contract employees</td>
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<td>Immediately</td>
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<td>10</td>
<td>Request for conditional employment approval of the program manager</td>
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<td>Within 15 days of contract award</td>
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<td>Requests to reduce staffing levels or staff utilization</td>
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<td>Prior to implementation</td>
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<td>12</td>
<td>Request for mandatory program familiarization training</td>
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<td>Requests to waive in-service training requirements</td>
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<td>Migrant files</td>
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<td>Upon contract completion</td>
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<td>Report of physical damage or maintenance concerns</td>
<td>3</td>
<td>Within 24 hours of identification</td>
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<td>Reporting of the use of physical force incidents</td>
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<td>Verbal immediately, written within 8 hours of the incident</td>
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<td>Reporting of the use of restraints</td>
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<td>Proposed inventory of security/enforcement equipment intended for use</td>
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<td>Within 7 days of contract award</td>
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<td>Notification of any detainee strip searches</td>
<td>3</td>
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<td>21</td>
<td>Reporting of security concerns involving the facility perimeter</td>
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<td>Verbal immediately, written within 3 hours of identification of the concern</td>
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<td>Reporting of serious incidents and or criminal activity</td>
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<td>Verbal immediately, written within 8 hours of the incident</td>
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<td>Reporting concerns of migrants behavior</td>
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<td>3</td>
<td>Immediately</td>
<td>9.2.1</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Report of hunger strike</td>
<td>3</td>
<td>Immediately</td>
<td>13.1</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Notification of suspicion of contraband in migrant’s mail</td>
<td>3</td>
<td>Immediately</td>
<td>15.1</td>
<td></td>
</tr>
</tbody>
</table>
**ORDER FOR SUPPLIES OR SERVICES**

**1. DATE OF ORDER**
09/17/2004

**2. CONTRACT NO. (if any)**
ACL-5-D-0001

**3. ORDER NO.**
ACL-5-D-0002

**4. REQUISITION/REFERENCE NO.**
DRO-04-RQ0314

**5. ISSUING OFFICE (Address correspondence to)**
IMMIGRATION & CUSTOMS ENFORCEMENT
OFFICE OF PROCUREMENT, LAGUNA
24000 AVILA RD, ROOM 5020
P.O. BOX 3080, ATTN: JOHN WOLFSLAU
LAGUNA NIGUEL, CA 92607-0880

**6. SHIP TO:**

<table>
<thead>
<tr>
<th>a. NAME OF CONSIGNEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN WOLFSLAU</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>24000 AVILA RD, ROOM 5020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAGUNA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>d. STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>e. ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>92607</td>
</tr>
</tbody>
</table>

**7. TO:**

THE GEO GROUP INC.
AMBER MARTIN
ONE PARK PLACE, SUITE 700
621 NW 53rd STREET
BOCA RATON, FL 33487

**8. TYPE OF ORDER**

- [x] DELIVERY - 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**
ERO-DRO

**11. BUSINESS CLASSIFICATION (Check appropriate box(es))**

- [x] OTHER THAN SMALL
- [ ] DISADVANTAGED
- [ ] WOMEN-OWNED

**12. F.O.B. POINT DESTINATION**

**13. PLACE OF**

**14. GOVERNMENT BILL NO.**

**15. DELIVER TO F.O.B. POINT ON OR BEFORE** (Date) 09/30/2005

**16. DISCOUNT TERMS**

(b)(2)

**17. SCHEDULE (See reverse for Rejections)**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>OPTION PERIOD ONE - Duration of Option Period is One year beginning October 1 2004-September 30 2005. Estimated mandays in excess of guaranteed minimum days</td>
<td>[Redacted]</td>
<td>DY</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. SHIPPING POINT</th>
<th>19. GROSS SHIPPING WEIGHT</th>
</tr>
</thead>
</table>

**21. MAIL INVOICE TO:**

<table>
<thead>
<tr>
<th>a. NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN WOLFSLAU</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. STREET ADDRESS (or P.O. Box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>24000 AVILA RD, ROOM 5020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAGUNA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>d. STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA</td>
</tr>
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<tr>
<th>e. ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>92607</td>
</tr>
</tbody>
</table>

**22. UNITED STATES OF AMERICA**

**23. NAME (Typed)**
JOHN WOLFSLAU

**TITLE:** CONTRACTING/OFFICER

**OPTIONAL FORM 347 (REV. 09/95)**
Prescribed by GSA/VA 48 CFR 53.213 (a)

**000105**
SUPPLEMENTAL INVOICING INFORMATION

NOTE: If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement (signed and dated), is on (or attached to) the order: "Payment is requested in the amount of $___." No other invoice will be submitted. However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: □ inspected, □ accepted, □ received, by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

<table>
<thead>
<tr>
<th>SHIPMENT NUMBER</th>
<th>PARTIAL</th>
<th>FINAL</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOVT. REP.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONTAINERS</td>
<td>GROSS WEIGHT</td>
<td>RECEIVED AT</td>
<td>TITLE</td>
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REPORT OF REJECTIONS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>UNIT</th>
<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTED</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

OPTIONAL FORM 347 (REV. 6/85) BACK
ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED (a)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1003</td>
<td>Transportation</td>
<td>DH</td>
<td></td>
<td></td>
<td></td>
<td>(b)(4)</td>
</tr>
<tr>
<td></td>
<td>from facility to various locations as required (estimated)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1005</td>
<td>On-Call/Escort Services</td>
<td>HR</td>
<td></td>
<td></td>
<td></td>
<td>(b)(4)</td>
</tr>
<tr>
<td></td>
<td>#hours X #Escort X #days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1006</td>
<td>Detainee Volunteer Wages (Stipend)</td>
<td>DY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>OPTION - Expansion for additional adult males</td>
<td></td>
<td>dy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unit Price $ per manday. Not Funded at this time.</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

In accordance with PAR 52.232-18 Availability of Funds (APR 1984), Fiscal Year 2005 funds are not presently available for performance of this contract. The Government's obligation for performance beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made.

Based on past experience, it is anticipated that Fiscal Year 2005 funds will be appropriated. If additional funds are not provided, you will be notified prior to 30 September 2004. Otherwise, performance should be continued accordingly.
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 10/01/2005
2. CONTRACT NO. (If any): AGB04C00001

3. ORDER NO.: HSCROP-06-J-00180
4. REQUISITION/REFERENCE NO.: DRO-06-R0333

5. ISSUING OFFICE (Address correspondence to):
   Immigration and Customs Enforcement
   Office of Acquisition Management
   Attn: Linda Holder
   24000 Avila Road
   Laguna Niguel CA 92670

6. TO:
   a. NAME OF CONSIGNEE: IMMIGRATION & CUSTOMS ENFORCEMENT
   b. STREET ADDRESS: CITY CENTER BLDG
      DETENTION & REMOVAL
      7880 BISCAYNE BLVD
   c. CITY: MIAMI
   d. STATE: FL
   e. ZIP CODE: 33138

7. shp VIA: F.

8. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY

9. ACCOUNTING AND APPROPRIATIONS DATA
   See schedule

10. REQUISITIONING OFFICE
   Immigration and Customs Enforcement

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
   a. SMALL
   x. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED

12. F.O.B. POINT
   Destination

13. PLACE OF
   a. INSPECTION
   b. ACCEPTANCE

14. GOVERNMENT R/L NO.

15. DELIVER TO F.O.B. POINT
   ON OR BEFORE (Date):

16. DISCOUNT TERMS
   See Schedule (b)(2)

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Tax ID Number:</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>DUNS Number:</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>P.O.C. Program:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nicole Wright</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>P.O.C. Finance:</td>
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</tr>
<tr>
<td></td>
<td>MJ Bates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continued ...</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
   a. NAME: Immigration & Customs Enforcement
   b. STREET ADDRESS (or P.O. Box): Miami District Office
      7880 Biscayne Boulevard
   c. CITY: Miami
   d. STATE: FL
   e. ZIP CODE: 33138

22. UNITED STATES OF AMERICA
   BY (Signature)

23. NAME (Typed): Carol Amano
    TITLE CONTRACTING/ORDERING OFFICER

TOTAL (Cont'd)
$3,149,316.00

GRAND TOTAL
$3,149,316.00
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER:** 10/01/2005  
**CONTRACT NO.:** ACB04C0001  
**ORDER NO.:** HSCEOP-06-J-00180

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
</tr>
</tbody>
</table>

**OPTION PERIOD TWO**

Accounting Info:

- **Period of Performance:** 10/01/2005 to 09/30/2006

- **2002** Estimated mandays in excess of guaranteed minimum (b)(4)

- **2003** Transportation from facility to various locations as required (estimated)

- **2004** Detainee volunteer wages (Stipend) (b)(4)

- **2005** On-Call/Escort Services: hours X escorts X days (b)(4)

- **2006** OPTION-Expansion for additional adult detainees. (days)

This Task Order Number HSCEOP-06-J-00180 is subject to all terms and conditions, including the statement of work, of Contract Number ACB04C0001.

Total amount of award: $3,149,316.00. The obligation for this award is shown in box 17(i).
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFERER TO COMPLETE BLOCKS 12, 13, 23, 24, 25 & 26

1. REQUISITION NUMBER
   SEE SCHEDULE

2. CONTRACT NO.
   ACB04C0001

3. AWARDEE
   HSCBOP-06-J-00405

4. ORDER NUMBER
   12/01/2005

5. TELEPHONE NUMBER
   (949) 360-2(b)(2)

6. OFFER DUE DATE/LOCAL TIME

7. FOR SOLICITATION
   INFORMATION CALL:
   CODE: ICBLAG

8. ISSUED BY
   Immigration and Customs Enforcement
   Office of Acquisition Management
   Attn: Rosemarie Mendoza
   24000 Avila Road, Room 3104
   Laguna Niguel CA 92670

9. NAME
   Rosemarie Mendoza

10. THIS ACQUISITION IS
    □ UNRESTRICTED OR
    □ SET ASIDE
    □ SMALL BUSINESS
    □ EMERGING SMALL BUSINESS
    □ HUBZONE SMALL BUSINESS
    □ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED

12. DISCOUNT TERMS
    (b)(2)

13. RATING
    □ 12a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (10 CFR 73.5)

14. METHOD OF SOLICITATION
    □ RFQ □ RFP □ BIP

15. DEPARTMENT OF HOMELAND SECURITY
    CITY CENTER BLDG
    DETENTION & REMOVAL
    7880 BISCAYNE BLVD
    MIAMI FL 33138

16. ADMINISTERED BY
    CODE: PRO-LAGUNA

17a. CONTRACT/ORDER OFFERER
    CODE: 6127064650000

17b. PAYMENT WILL BE MADE BY
    CODE:

18a. FACILITY CODE
    CODE:

THE GSO GROUP INC
621 NORTHWEST 53RD ST STE 7000
BOCA RATON FL 334878242

DEPARTMENT OF HOMELAND SECURITY
Citizenship & Immigration Services
7880 Biscayne Boulevard
Miami FL 33138

TELEPHONE NO.

19a. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

20. SCHEDULE OF SUPPLIES/SERVICES

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>DA</td>
<td></td>
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<td>3,024,800.00</td>
</tr>
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(Use Reverse and/or Attach Additional Sheets as Necessary)

21. ACCOUNTING AND APPROPRIATION DATA

See schedule $3,024,800.00

□ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA □ ARE □ ARE NOT ATTACHED

□ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA □ ARE □ ARE NOT ATTACHED

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

29. AWARD OF CONTRACT REF.

30. SIGNATURE OF OFFEROR/CONTRACTOR

31. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1448 (REV. 3/2005) PRESCRIBED BY GSA - FAR (48 CFR) 52.212

000110
(DA = Manday)

Accounting Info:

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<th>(b)(2)</th>
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<tbody>
<tr>
<td>PR# DRO-06-RQ1003</td>
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<td>Funded: $2,612,500.00</td>
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<td>Accounting Info:</td>
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<td>PR# DRO-06-RQ1021</td>
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<tr>
<td>Funded: $412,300.00</td>
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</table>

The total amount of award: $3,024,800.00. The obligation for this award is shown in box 26.
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 10/01/2006
2. CONTRACT NO. (If any): ACB04C0001

3. ORDER NO.: HSCE0P-07-J-00215
4. REQUISITION/REFERENCE NO.: DRO-07-RQ1002

5. ISSUING OFFICE: Immigration and Customs Enforcement
   Office of Acquisition Management
   Attn: Rosemarie Mendoza
   24000 Avila Road, Room 3104
   Laguna Niguel CA 92670

6. SHIP TO:
   a. NAME OF CONSIGNEE: IMMIGRATION & CUSTOMS ENFORCEMENT
   b. STREET ADDRESS: CITY CENTER BLDG
   c. CITY: MIAMI
   d. STATE: FL
   e. ZIP CODE: 33138

7. TO:
   a. NAME OF CONTRACTOR: THE GEO GROUP INC
   b. COMPANY NAME: GEO GROUP INC
   c. STREET ADDRESS: 621 NORTHWEST 53RD ST STE 7000
   d. CITY: BOCA RATON
   e. STATE: FL
   f. ZIP CODE: 334878242

8. TYPE OF ORDER:
   a. PURCHASE: REFERENCE YOUR:
   b. DELIVERY: EXCEPT FOR BILLING INSTRUCTIONS ON THE REVERSE, THIS DELIVERY ORDER IS SUBJECT TO INSTRUCTIONS CONTAINED ON THIS SIDE OF THE FORM AND IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE ABOVE-NUMBERED CONTRACT.

9. ACCOUNTING AND APPROPRIATION DATA

11. BUSINESS CLASSIFICATION:
   a. SMALL
   b. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED
   e. HUBZone
   f. EMERGING SMALL BUSINESS
   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.: 09/30/2007

15. DELIVER TO F.O.B. POINT ON OR BEFORE: (Date)

16. DISCOUNT TERMS: (b)(2)

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
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Tax ID Number: [REDACTED]
DUNS Number: (b)(2)
PROGRAM POC: LUIS CABARCAS
FINANCE POC: MJ BATES
Continued ...

18. SHIPPING POINT:
   a. NAME: Immigration & Customs Enforcement
   b. STREET ADDRESS: City Center Bldg
   c. CITY: Miami

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

21. MAIL INVOICE TO:
   a. NAME: Immigration & Customs Enforcement
   b. STREET ADDRESS: City Center Bldg Detention & Removal Office
   c. CITY: MIAMI
   d. STATE: FL
   e. ZIP CODE: 33138

22. UNITED STATES OF AMERICA
   BY (Signature): Sheryl Wright

23. NAME (Typed): Sheryl Wright
   TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USEABLE

OPTIONAL FORM 347 (Rev. 06/94)
Prepared by GS/FA/F at OR 55.8156

000112
# ORDER FOR SUPPLIES OR SERVICES
## SCHEDULE - CONTINUATION

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3002</td>
<td>Estimated mandays in excess of guaranteed minimum [redacted] days) (b)(4)</td>
<td>(b)(4)</td>
<td>DA</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info: $1,635,200.00 (Subject to Availability of Funds)</td>
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</tr>
<tr>
<td>3003</td>
<td>Transportation from facility to various locations as required (estimated)</td>
<td>(b)(4)</td>
<td>DH</td>
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<td>Detainee volunteer wages (Stipend)</td>
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<tr>
<td>3005</td>
<td>On-Call/Escort Services</td>
<td></td>
<td>HR</td>
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<td>Accounting Info: $425,736.00 (Subject to Availability of Funds)</td>
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<td>Option-Expansion-additional [redacted] detainees</td>
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<td>Accounting Info: $3,650,000.00 (Subject to Availability of Funds)</td>
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</table>

This order is subject to all terms, conditions and the statement of work of Contract# ACB04C0001.

The total amount of award: $6,874,351.00. The obligation for this award is shown in box 17(i).
**ORD OR SUPPLIES OR SERVICES**

**1. DATE OF ORDER:** 07/01/2005

**2. CONTRACT NO. (If any):** MS00D0023

**3. ORDER NO:** HSC00-0S-F-00304

**4. REQUISITION/REFERENCE NO.** DRO05003A

**5. ISSUING OFFICE:** Immigration and Customs Enforcement
Office of Procurement-Laguna
PO Box 30080
Laguna Niguel CA 92607

**6. SHIP TO:**

- **NAME OF CONSIGNEE:** IMMIGRATION & CUSTOMS ENFORCEMENT
- **STREET ADDRESS:** SAN DIEGO FIELD OFFICE
  880 FRONT STREET, ROOM 2232
  ATTN: JULIE RUDMAN

- **CITY:** SAN DIEGO
- **STATE:** CA
- **ZIP CODE:** 92101

**7. TO:**

- **NAME OF CONTRACTOR:** THE GEO GROUP INC

**8. TYPE OF ORDER:**

- **a. PURCHASE**
- **b. DELIVERY**

**9. ACCOUNTING AND APPROPRIATIONS DATA**

See Schedule

**10. REQUISITIONING OFFICE:** Immigration and Customs Enforcement

**11. BUSINESS CLASSIFICATION (Check appropriate box(es)):**

- **a. SMALL**
- **b. OTHER THAN SMALL**
- **c. DISADVANTAGED**
- **d. WOMEN-OWNED**

**12. F.O.B. POINT:** Destination

**13. PLACE OF INSPECTION:**

**14. GOVERNMENT BNO.:**

**15. DELIVER TO F.O.B. POINT OR BEFORE (Date):**

**16. DISCOUNT TERMS:** (b)(2)

**17. SCHEDULE (See reverse for Rejections):**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<td></td>
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<tr>
<td></td>
<td>DUNS Number: <strong>[Redacted]</strong></td>
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<tr>
<td></td>
<td>Extension of Services - Pre Trial Detention Services, Western Region Detention Facility, San Diego, CA. in accordance with the terms and conditions of the basic Continued ...</td>
<td></td>
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</table>

**18. SHIPPING POINT:**

**19. GROSS SHIPPING WEIGHT:**

**20. INVOICE NO.:**

**21. MAIL INVOICE TO:**

- **NAME:** IMMIGRATION & CUSTOMS ENFORCEMENT

- **STREET ADDRESS:** SAN DIEGO FIELD OFFICE
  880 FRONT STREET, ROOM 2232

- **CITY:** SAN DIEGO
- **STATE:** CA
- **ZIP CODE:** 92101

**22. UNITED STATES OF AMERICA**

**23. NAME (Typed):** Carol Amano

**TITLE:** CONTRACTING/OFFICING

NSN 7540-01-152-0083
PREVIOUS EDITION NOT USABLE

OPTICAL FORM 247 (Rev 5/86)

[Signature]

000114
**ORDER - SUPPLIES OR SERVICES**

**SCH. JLE - CONTINUATION**

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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<tr>
<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
<td>(D)</td>
<td>(E)</td>
<td>(F)</td>
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<tr>
<td><strong>5001</strong></td>
<td>PRE TRIAL DETENTION SERVICES</td>
<td>1</td>
<td>EA</td>
<td>9,225.74</td>
<td>(b)(4)</td>
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**Contract and all subsequent modifications.**

CLIN 5001 applies.

Incrementally funded date: 07/06/2005 through 09/30/2005.

Requisition:
DRO050003A  $9,225.74

**Accounting Info:**

Period of Performance: 07/06/2005 to 01/05/2006

Fully Funded Obligation Amount: $29,236.50
Incrementally Funded Amount: $9,225.74

Total amount of award: $29,236.50. The obligation for this award is shown in box 17(i).
SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS
OFFER TO COMPLETE BLOCKS 12, 17, 24, & 30

1. REQUISITION NUMBER
   PFS0600003C

2. CONTRACT NO.
   CDT-6-C-0002

3. AWARD/EFFECTIVE DATE
   01/06/2006

4. ORDER NUMBER
   HSCG06-F-00774

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
   NAME: Raymond Nepsa
   TELEPHONE NUMBER: (949) 425-3773

8. ISSUED BY
   CODE: IECIAG

9. THIS ACQUISITION IS
   ☐ UNRESTRICTED
   ☐ SET-ASIDE
   ☐ UNRESERVED
   ☐ SMALL BUSINESS
   ☐ EMERGING SMALL BUSINESS
   ☐ Diverse Business
   ☐ Adera Business
   ☐ Hubzone Small Business
   ☐ Service Disabled Veteran-Owned Business

10. DELIVERY AND PACKING REQUIREMENTS
    ☐ SEE SCHEDULE

11. DELIVERY FOR DESTINATION UNLESS BLOCK IS MARKED

11a. DELIVERY TO
    CODE: PROSANDIEG

12. DISCOUNT TERMS
    Net 30

13a. THIS CONTRACT IS A
     ☐ RATED ORDER UNDER
     ☐ GSA (18 C.F.R. 700)

13b. RATING

14. METHOD OF SOLICITATION
    ☐ RFP
    ☐ F&I
    ☐ NFP

15. ADMINISTERED BY
    CODE: PRO-LAGUAN

IMMIGRATION & CUSTOMS ENFORCEMENT
SAN DIEGO FIELD OFFICE
880 FRONT STREET, ROOM 2232
Attn: Mike Nepsa (949) 360-3066
24000 Avila Road, Room 3104
Laguna Niguel CA 92677

15a. PAYMENT WILL BE MADE BY
     CODE: DPC

THE GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON FL 334878242

Dallas Finance Center
Department of Homeland Security
PO Box 560947
Dallas TX 75356

19a. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

19b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 19a UNLESS BLOCK BELOW IS CHECKED
     ☐ SEE ADDENDUM

<table>
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<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>21. QUANTITY</th>
<th>22. UNIT</th>
<th>23. UNIT PRICE</th>
<th>24. AMOUNT</th>
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<td>Tax ID Number:</td>
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<tr>
<td></td>
<td>DUNS Number:</td>
<td>(b)(2)</td>
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<tr>
<td></td>
<td>Program/Finance POC: Julie M. Rudman</td>
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</tbody>
</table>
|          | Detention Services, Western Region Detention Facility, San Diego, CA in accordance with the terms and conditions of the basic contract.
|          | Period of Performance: 01/06/2006 to 01/05/2007 Continued ...
|          | (Use Revenue and/or Attach Additional Sheets as Necessary) |

25. ACCOUNTING AND APPROPRIATION DATA
   (b)(2) $29,232.00

26. TOTAL AWARD AMOUNT (For Gov't Use Only)
   (b)(2) $29,232.00

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

30. SIGNATURE OF OFFEREE/CONTRACTOR
   [Signature]

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
   [Signature]

31b. NAME AND TITLE OF SIGNER (Type or print)
   Carol Amano

31c. DATE SIGNED
   2/6/06

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STANDARD FORM 1449 (REV. 3/2001)
Prescribed by OMB - FAR (48 C.F.R. 15.212)

000116
**DETENTION SERVICES**

(Not to exceed [redacted] beds per day)  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td></td>
<td>(b)(4)</td>
<td>EA</td>
<td></td>
<td>29,232.00</td>
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CONTRACTOR SUBMISSION REQUIREMENT: THE CONTRACTOR MUST SEND INVOICES TO THE ADDRESS LISTED IN BLOCK #15 OF THIS ORDER. THE GOVERNMENT DOES NOT PAY FOR SERVICES/SUPPLIES IN ADVANCE. CONTRACTOR SHALL INVOICE IN ARREARS.

PAYMENT INQUIRIES, CONTACT THE DALLAS FINANCE CENTER AT:

(214) 915-[redacted]  
(b)(2)

This task order confirms the Contracting Officer's email of 1/5/2006 to Amber Martin, Contract Administrator, The GEO Group.

Total amount of award: $29,232.00. The obligation for this award is shown in box 26.
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 01/06/2007
2. CONTRACT NO. (if any): ODT-6-C-0002

3. ORDER NO.:
   HSCEOP-07-P-00255
4. REQUIREMENT/REFERENCE NO.:
   FSD070021

5. ISSUING OFFICE (Address correspondence to):
   Immigration and Customs Enforcement
   Office of Acquisition Management
   Attn: Mike Nepa
   425 (b)(2)
   24000 Avila Road, Room 3104
   Laguna Niguel CA 92677

7. TO:
   a. NAME OF CONSIGNEE: SEE SCHEDULE
   b. STREET ADDRESS:
   c. CITY
   d. STATE
   e. ZIP CODE

8. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY

9. ACCOUNTING AND APPROPRIATION DATA
   See Schedule
   a. BUSINESS CLASSIFICATION:
      i. SMALL
      ii. OTHER THAN SMALL
      iii. DISADVANTAGED
      iv. SERVICE-DISABLED
         a. VETERAN-OWNED
      v. EMERGING SMALL BUSINESS
   b. INSPECTION:
      a. ACCEPTANCE:

10. REQUISITIONING OFFICE
    Immigration and Customs Enforcement

11. BUSINESS CLASSIFICATION
    X. OTHER THAN SMALL
    a. SMALL
    b. OTHER THAN SMALL
    c. DISADVANTAGED
    d. EMERGING SMALL BUSINESS
    e. HUBZone

12. F.O.B. POINT
    Destination

13. PLACE OF
    a. INSPECTION
    b. ACCEPTANCE

14. GOVERNMENT BUS. NO.
15. DELIVER TO F.O.B. POINT OR BEFORE (Date):
    01/05/2008

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

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<th>QUANTITY ORDERED (c)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (p)</th>
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<td>Program/Finance POC:</td>
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<td></td>
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<tr>
<td></td>
<td>Perry Weidman</td>
<td></td>
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<td></td>
<td>Detention Services,</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Western Region</td>
<td></td>
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</table>

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
   a. NAME
   b. STREET ADDRESS
   c. CITY

22. UNITED STATES OF AMERICA

23. NAME (Typed)
    Sheryl Wright
    TITLE: CONTRACTING/O感受ER OFFICER

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OPTIONAL FORM 347 (Rev. 10/2004)
Prepared by: Sheryl Wright
01/05/2008

000118
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<td>DETENTION SERVICES (Not to exceed _____ beds per day)</td>
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<td>EA</td>
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<td>17,325.00</td>
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CONTRACTOR SUBMISSION REQUIREMENT: THE CONTRACTOR MUST SEND INVOICES TO THE ADDRESS LISTED IN BLOCK #21 OF THIS ORDER. THE GOVERNMENT DOES NOT PAY FOR SERVICES/SUPPLIES IN ADVANCE. CONTRACTOR SHALL INVOICE IN ARREARS.

PAYMENT INQUIRIES, CONTACT THE DALLAS FINANCE CENTER AT: (214) 915-______ (b)(2)

The total amount of award: $17,325.00. The obligation for this award is shown in box 17(h).
**ORDER FOR SUPPLIES OR SERVICES**

1. **DATE OF ORDER**
   04/24/2006

2. **CONTRACT NO.**
   ACL20004

6. **SHIP TO**

   a. **NAME OF CONSIGNEE**
   IMMIGRATION & CUSTOMS ENFORCEMENT

   b. **STREET ADDRESS**
   DETENTION & REMOVAL OPERATIONS
   1623 EAST J STREET, STE 2
   ATTN: MICHAEL MELANDEZ

   c. **CITY**
   TACOMA

   d. **STATE**
   WA

   e. **ZIP CODE**
   98421

7. **TO**

   a. **NAME OF CONTRACTOR**
   THE GEO GROUP INC

   b. **COMPANY NAME**
   THE GEO GROUP INC

   c. **STREET ADDRESS**
   621 NW 53RD ST STE 700

   d. **CITY**
   BOCA RATON

   e. **STATE**
   FL

   f. **ZIP CODE**
   334878242

8. **TYPE OF ORDER**

   □ a. PURCHASE
   □ a. PURCHASE

   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.

   b. DELIVERY
   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**
    Immigration and Customs Enforcement

11. **BUSINESS CLASSIFICATION** (Check appropriate box(es))

   □ a. SMALL
   □ b. OTHER THAN SMALL
   □ c. DISADVANTAGED
   □ d. WOMEN-OWNED
   □ e. HUBZone
   □ f. EMERGING SMALL
   □ g. SERVICE-
   DISABLED
   □ h. VETERAN-
   OWNED

12. **F.O.B. POINT**
    Destination

13. **PLACE OF**
    Destination

14. **GOVERNMENT BILL NO.**

15. **DELIVER TO F.O.B. POINT**
    ON OR BEFORE (Date)

16. **DISCOUNT TERMS**

17. **SCHEDULE** (See reverse for Rejections)

**ITEM NO.**

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<th><strong>SUPPLIES OR SERVICES</strong></th>
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**QUANTITY**

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**UNIT PRICE**

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**AMOUNT**

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**QUANTITY ACCEPTED**

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**Tax ID Number**

(b)(2)

DUNS Number:

Finance POC: Laura Quezada
Program POC: Michael Melendez
Continued ...

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO**

   a. **NAME**
   IMMIGRATION & CUSTOMS ENFORCEMENT

   b. **STREET ADDRESS**
   DETENTION & REMOVAL OPERATIONS
   1623 EAST J STREET, SUITE 2
   ATTN: MICHAEL MELANDEZ

   c. **CITY**
   TACOMA

   d. **STATE**
   WA

   e. **ZIP CODE**
   98421

**NOTE**

22. **UNITED STATES OF AMERICA**

   BY (Signature)

23. **NAME (Typed)**
    Carol Amano
    TITLE: CONTRACTING/OPTING OFFICER

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**OPTIONAL FORM 547 (Rev. 10/2004)**

**Prescribed by GS/AR 41 CFR 53.127-5.1**

000120
ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER: 04/24/2006
CONTRACT NO: ACL2C0004
ORDER NO: HSCECP-06-J-00198

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<td>(A)</td>
<td>(B)</td>
<td>(C)</td>
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<td>(E)</td>
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<td>2001A</td>
<td>DETENTION SERVICES (detainees)</td>
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<td></td>
<td>for unit of measure (manday = DA)</td>
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<td>GUARD SERVICES</td>
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<td>(b)(4)</td>
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TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17D-H)
<table>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Incrementally Funded Amount: (b)(4)</td>
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<tr>
<td></td>
<td>Accounting Info:</td>
<td>(b)(2), (b)(4)</td>
<td></td>
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<tr>
<td></td>
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<td></td>
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</table>

Total amount of award: $23,895,726.75. The obligation for this award is shown in box 17(i).
**ORDER FOR SUPPLIES OR SERVICES**

1. DATE OF ORDER: 04/11/2007
2. CONTRACT NO. (If any): RCL2C0004
3. ORDER NO.: HSC0007-07-J-00452
4. REQUISITION REFERENCE NO.: FNG070019A
5. ISSUING OFFICE (Address correspondence to): Immigration and Customs Enforcement
   Office of Acquisition Management
   Attn: Alan Barclay (949) 425
   24000 Avila Road, Room 3104
   Laguna Niguel CA 92677
   (b)(2)

6. NAME OF CONSIGNEE: IMMIGRATION & CUSTOMS ENFORCEMENT

7. TO:
   a. NAME OF CONTRACTOR: THE GEO GROUP INC
   b. COMPANY NAME: 
   c. STREET ADDRESS: 621 NW 53RD ST STE 700

8. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY
      (X)

9. ACCOUNTING AND APPROPRIATION DATA:
   a. CITY: LAGUNA NIGUEL
   b. STATE: CA
   c. ZIP CODE: 92677

10. REQUIRING OFFICE:
    Immigration and Customs Enforcement

11. BUSINESS CLASSIFICATION:
    a. SMALL
    b. OTHER THAN SMALL (X)
    c. DISADVANTAGED
    d. WOMEN-OWNED
    e. HUBZone
    f. EMERGING SMALL BUSINESS
    g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT:
    Destination

13. PLACE OF:
    a. INSPECTION
    b. ACCEPTANCE
    c. SHIP VIA

14. GOVERNMENT BILL NO.

15. DELIVER TO F.O.B. POINT
    ON OR BEFORE (Date): 04/23/2008

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
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<th>AMOUNT</th>
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<tr>
<td></td>
<td>Finance FOC: Laura Quesada</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Program FOC: Michael Melendez</td>
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<tr>
<td></td>
<td>Continued ...</td>
<td></td>
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</tr>
</tbody>
</table>

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
   a. NAME: IMMIGRATION & CUSTOMS ENFORCEMENT
   b. STREET ADDRESS: DETENTION & REMOVAL OPERATIONS
                      1623 EAST J STREET, SUITE 2
                      ATTN: MICHAEL MELendez.
   c. CITY: TACOMA
   d. STATE: WA
   e. ZIP CODE: 98421

22. UNITED STATES OF AMERICA

23. NAME (Type)
    Sheryl Wright
    TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

000123
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER**: 04/11/2007  
**CONTRACT NO.**: ACL2C0004  
**ORDER NO.**: HSCEOP-07-J-00452

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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<td>3001A</td>
<td>DETENTION SERVICES</td>
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<td></td>
<td></td>
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<td>(b)(4)</td>
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<tr>
<td></td>
<td>REQ: FOW070019A</td>
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<tr>
<td></td>
<td>REQ: FOW070019B</td>
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<tr>
<td></td>
<td>Third Option Period</td>
<td>April 24, 2007 through April 23, 2008</td>
<td></td>
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<tr>
<td></td>
<td>This Task Order incorporates the Statement of Work and all terms and conditions of the contract.</td>
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</tbody>
</table>

| 3001B    | DETENTION SERVICES |                  |      |            |        | (b)(4)           |
|          |                    |                  |      |            |        |                  |
|          | REQ: FOW070019A    |                  |      |            |        |                  |
|          | REQ: FOW070019B    |                  |      |            |        |                  |
|          | Accounting Info:   |                  |      |            |        |                  |
|          | Funded:            |                  |      |            |        | (b)(2), (b)(4)   |

| 3001C    | DETENTION SERVICES |                  |      |            |        | (b)(4)           |
|          |                    |                  |      |            |        |                  |
|          | REQ: FOW070019A    |                  |      |            |        |                  |
|          | REQ: FOW070019B    |                  |      |            |        |                  |
|          | Accounting Info:   |                  |      |            |        |                  |
|          | Funded:            |                  |      |            |        | (b)(2), (b)(4)   |

| 3001D    | DETENTION SERVICES |                  |      |            |        | (b)(4)           |
|          |                    |                  |      |            |        |                  |
|          | REQ: FOW070019A    |                  |      |            |        |                  |
|          | Accounting Info:   |                  |      |            |        | (b)(2)           |

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
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<td>Funded:</td>
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<tr>
<td>3002A</td>
<td>OFF-SITE GUARD SERVICES</td>
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<td>HR</td>
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<td>(b)(4)</td>
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<tr>
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<td>Funded:</td>
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<td>3002B</td>
<td>TRANSPORTATION @ $0.405 PER MILE</td>
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<td>Funded:</td>
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<td>(b)(2), (b)(4)</td>
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</tbody>
</table>

The total amount of award: $13,179,681.75. The obligation for this award is shown in box 17(i).
**ORDER FOR SUPPLIES OR SERVICES**

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

1. **DATE OF ORDER:** 08/10/2007
2. **CONTRACT NO. (If any):** ACD-3-C-0008
3. **ORDER NO.:** FDNSD0038
4. **REQUISITION/REFERENCE NO.:** DDP-07-235
5. **ISSUING OFFICE** (Address correspondence to):
   - ICE/Detent Mgmt/Detent Contracts-DC
   - Immigration and Customs Enforcement
   - Office of Acquisition Management
   - 425 I Street NW, Suite 2208
   - Washington DC 20536

6. **SHIP TO:**
   - a. **NAME OF CONSIGNEE:** Immigration and Customs Enforcement
   - b. **STREET ADDRESS:** 425 I Street NW
   - **Rm 2208**
   - c. **CITY:** Washington
   - d. **STATE:** DC
   - e. **ZIP CODE:** 20536

7. **TO:**
   - a. **NAME OF CONTRACTOR:** THE GEO GROUP INC
   - b. **COMPANY NAME:**
   - c. **STREET ADDRESS:** 621 NW 53RD ST STE 700
   - d. **CITY:** BOCA RATON
   - e. **STATE:** FL
   - f. **ZIP CODE:** 334878242

8. **TYPE OF ORDER**
   - a. **PURCHASE**
   - b. **DELIVERY**

   Excerpt 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**

11. **BUSINESS CLASSIFICATION** (Check appropriate box(es))

   - a. SMALL
   - b. OTHER THAN SMALL
   - c. DISADVANTAGED
   - d. WOMEN-OWNED
   - e. HUBZone
   - f. EMERGING SMALL BUSINESS
   - g. SERVICE-DISABLED VETERAN-OWNED

12. **F.O.B. POINT**

   Destination

13. **PLACE OF**

   a. **INSPECTION**

   - Destination

   b. **ACCEPTANCE**

   - Destination

14. **GOVERNMENT BI, NO.:**

15. **DELIVER TO F.O.B. POINT ON OR BEFORE (Date):** 30 Days After Award

16. **DISCOUNT TERMS**

(b)(2)

17. **SCHEDULE (See reverse for Rejections)**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>(a)</td>
<td>(b)</td>
<td>(c)</td>
<td>(d)</td>
<td>(e)</td>
<td>(f)</td>
<td>(g)</td>
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**Tax ID Number:**

**DUNS Number:**

The following is a reconstruct of FDNSD0038. This item was incorrectly used in FFMS to record order obligations. This is being created per the instructions of Continued ...

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.:**

21. **MAIL INVOICE TO:**

   - a. **NAME:** U.S. Dept. Of Homeland Security

   - b. **STREET ADDRESS**

   - (or P.O. Box)

   - Immigration and Customs Enforcement

   - 425 I Street, NW

   - Rm 2208

   - e. **CITY:** Washington

   - d. **STATE:** DC

   - e. **ZIP CODE:** 20536

(b)(4)

22. **UNITED STATES OF AMERICA**

   BY (Signature)

23. **NAME (Typed):** Johanna Klema

   TITLE: CONTRACTING/ORDERING OFFICER

**OPTIONAL FORM 347 (Rev. 3/2005)**

Authorized for local reproduction

Previous Edition Not Usable

000126
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<td>0001</td>
<td>de-obligate remaining funds under FDN5D0038.</td>
<td>1</td>
<td>LO</td>
<td>[REDACTED]</td>
<td>[REDACTED]</td>
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</table>

The total amount of award: [REDACTED]. The obligation for this award is shown in box 17(i).
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 2. CONTRACT NO. (if any) 6. SHIP TO:
11/19/2004 ACD-03-C-0008

3. ORDER NO. 4. REQUISITION/REFERENCE NO.
HSCNOP-05-J-00009 FDNDRO-05-0051

5. ISSUING OFFICE (Address correspondence to)
Immigration and Customs Enforcement
Office of Procurement - Dallas
Attn: Tony Webb, 214/905- [redacted] (b)(2)
7701 N. Stemmons Freeway
Dallas TX 75247

a. NAME OF CONSIGNEE
Dept of Homeland Security

b. STREET ADDRESS
Immigration & Customs Enforcement
Service Processing Center
11901 East 30th Avenue

b. STREET ADDRESS
Immigration & Customs Enforcement
Service Processing Center
11901 East 30th Avenue

7. TO:
1. SHIP VIA

a. NAME OF CONTRACTOR
THE GEO GROUP INC

b. COMPANY NAME


c. STREET ADDRESS
621 NORTHWEST 53RD ST STE 7000

d. CITY
BOCA RATON
e. STATE
FL
f. ZIP CODE
334878242

g. ZIP CODE
80010-1525

8. TYPE OF ORDER
b. DELIVERY

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

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

9. ACCOUNTING AND APPROPRIATIONS DATA
See Schedule

10. REQUISITIONING OFFICE
Dept of Homeland Security

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [ ] a. PURCHASE
[ ] b. OTHER THAN SMALL [ ] b. DELIVERY
[ ] c. DISADVANTAGED
[ ] d. WOMEN-OWNED

12. F.O.B. POINT Destination 14. GOVERNMENT BJ./NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 16. DISCOUNT TERMS
(b)(2)

13. PLACE OF

a. INSPECTION
b. ACCEPTANCE

17. SCHEDULE (See reverse for Rejections)

ITEM NO. SUPPLIES OR SERVICES QUANTITY ORDERED QUANTITY ACCEPTED
20. INVOICE NO.
19. GROSS SHIPPING WEIGHT
18. SHIPPING POINT

17(b). TOTAL (Conf. pages)

23. NAME (Typed)
Anthony Webb
TITLE: CONTRACTING/ORDERING OFFICER

Tax ID Number: [redacted] (b)(2)
DUNS Number: [redacted] (b)(2)
Confirming Order Placed With:
SIGED DELIVERY ORDER, Do Not Duplicate
MONTHLY FIXED COSTS FOR THE DETENTION OF
DETAINEES AND GUARANTEED MINIMUM FOR
Continued ...

17(c). GRAND TOTAL

17(d). TOTAL

SEE BILLING INSTRUCTIONS ON REVERSE

Immigration & Customs Enforcement
Service Processing Center
11901 East 30th Avenue
Attn: John Jamison, 303/361- [redacted] (b)(2)

a. CITY
Aurora
d. STATE
CO
e. ZIP CODE
80010-1525

$893,347.64

17(d). TOTAL

$893,347.64

17(c). GRAND TOTAL

$893,347.64

22. UNITED STATES OF AMERICA
BY (Signature)

NSN 7540-01-152-8083
PREVIOUS EDITION NOT UsABLE

OPTIONAL FORM 367 (Rev. 09/09)
<table>
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<td>0001</td>
<td>ADULTS FOR THE PERIOD OF October 1, 2004 THROUGH MARCH 31, 2005 OF OPTION TWO. CLIN 1: FIXED COSTS AND CLIN 2: GUARANTEED MINIMUM PER ( /MO). (b)(4)</td>
<td>(b)(2)</td>
<td></td>
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</tr>
<tr>
<td>0002</td>
<td>0002: GUARANTEED MINIMUM Mandays adults (Unit price for this CLIN should reflect the VARIABLE costs for the detention of one adult person in accordance with Section C. This price should not include costs already captured in CLIN 0001 above.)</td>
<td>(b)(4)</td>
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<td></td>
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</tr>
<tr>
<td>0003</td>
<td>0003: Estimated VARIABLE costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in CLIN 0002, above.</td>
<td>(b)(4)</td>
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<td>0004</td>
<td>0004: Estimated Adult Detainee Volunteer Wages</td>
<td>(b)(4)</td>
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<tr>
<td>0005</td>
<td>0005 Estimated On-Calls Posts</td>
<td>(b)(4)</td>
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</tr>
<tr>
<td>0006</td>
<td>0006: Estimated Common - Fare Menu</td>
<td>(b)(4)</td>
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</tr>
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</table>

Continued...
SP.1 FOR COMMUNICATION OF THIS ORDER.

All Communications and Invoices must reference the order number shown in Block #3 on page 1. Payment inquiries are to be directed to Dallas Finance Center at (214) 915 6030. Direct other inquiries to Anthony D. Webb at the issuing office at (214) 905 (2) press 1 and than 3, or you can also send me E-Mail to: Anthony.webb@dhs.gov

NOTE: The Contractor should not accept any instruction which would result in a change to the supplies/service ordered herein for an Entity or Individual other than a Contracting Officer at the issuing office.

Payment will be made based on receipt of a proper invoice and satisfactory contractor performance. The elements of a proper invoice are described at Federal Acquisition Regulation 32.905. In addition to these items, the invoice must include: (1) the award document number (it is the identifier that begins with "HSHQ2"), (2) the requisition/purchase request number (generally the number in block 4) and (3) the name of the contracting officer’s technical representative or other receiving official.

Total amount of award: $893,347.64. The obligation for this award is shown in box 17(i).
### ORDER FORM

**SUPPLIES OR SERVICES**

**DATE OF ORDER:** 10/07/2006

**CONTRACT NO:** RCML-06-1-00271

**ISSUING OFFICE:** Immigration and Customs Enforcement

**ADDRESS:**
- **STREET ADDRESS:** 425 I Street NW
- **CITY:** Washington
- **STATE:** DC
- **ZIP CODE:** 20536

**NAME OF CONTRACTOR:** THE GEO GROUP INC

**COMPANY NAME:**

**STREET ADDRESS:** 621 NW 53RD ST STE 700

**CITY:** BOCA RATON

**STATE:** FL

**ZIP CODE:** 334878242

**ACCOUNTING AND APPROPRIATION DATA**

**REQUISITION/REFERENCE NO.:** FDNDRO070027.1 & .2

**REFERENCE YOUR:**

**TYPE OF ORDER:**
- [ ] a. PURCHASE
- [ ] b. DELIVERY

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

**PLACE OF:****

**GOVERNMENT B/L NO.:**

**DISCOUNT TERMS:**

**SCHEDULE (See reverse for Rejections):**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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<td>DUNS Number:</td>
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<td></td>
<td>THE PURPOSE OF THIS AWARD IS AS FOLLOWS:</td>
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<td>Continued ...</td>
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</tr>
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</table>

**SHIPPING POINT:**

**GROSS SHIPPING WEIGHT:**

**INVOICE NO.:**

**MAIL INVOICE TO:**
- **NAME:** Dallas Finance Center
- **STREET ADDRESS:** P.O. Box 561567
  Attn: Bolton/Sheffield
- **CITY:** Dallas
  **STATE:** TX
  **ZIP CODE:** 75356-1567

**UNITED STATES OF AMERICA:**

**SIGNED:**

Claire J. Cashwell

**TITLE:** CONTRACTING/ORDERING OFFICER

**TOTAL:** $9,484,290.00

22. UNITED STATES OF AMERICA

23. NAME (Typed)

Claire J. Cashwell

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT USEABLE**
1. To establish the initial Task Order against Contract No. HSCEOP-06-D-00010 for Detention Services being provided in support of the Denver, CO Detention and Removal Office.

2. To fully fund the Bed Day Minimum Guarantee for the Base Term.

Period of Performance: 10/01/2006 to 05/31/2007

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tr>
<td>0001</td>
<td>BED DAY MINIMUM GUARANTEE FOR THE BASE TERM OF 10/01/06 THROUGH 05/31/07. THE MINIMUM GUARANTEE INCLUDES HEALTH CARE AND IS BASED ON [ ] DAYS USING [ ] BEDS/DAY FOR A TOTAL OF [ ] BED DAYS.</td>
<td>EA</td>
<td>9,484,290.00</td>
<td>(b)(4)</td>
</tr>
</tbody>
</table>

(b)(4)

FOR INQUIRIES:

Program POC: John E. Jameson (COTR), 303-361- [ ] (b)(2)

Procurement POC: Deborah Locke, 202-353- [ ] (b)(2)

INVOICE INSTRUCTIONS:

Please submit 1 original invoice to the Program Office POC at DHS/ICE, 4730 Paris Street, Denver, CO 80239 AND a duplicate copy to the Procurement POC at DHS/ICE, Office of Acquisition Management, 425 I Street, NW, Washington, DC 20536.

The program office must verify that the goods and services were received/accepted prior to invoice processing by the Dallas Finance Center.

The total amount of award: $9,484,290.00. The obligation for this award is shown in Continued...
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>box 17(i).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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