APPENDIX A: TERMS, DEFINITIONS, AND PARTIAL EXPLANATIONS

Absconder

A category of immigration violator with an outstanding administrative warrant for removal from the United States and who has unlawfully remained in the United States. Absconders are recorded in the immigration violator file (IVF) of the NCIC. See also Fugitive.

Admission

The lawful entry of an alien into the United States after inspection and authorization by an Immigration Officer. <u>See</u> INA § 101(a)((13(A).

Adjudicated Adult

Any person who has been convicted and incarcerated as an adult for a criminal offense in accordance with and in recognition of the findings of the respective criminal court that the person is not a "child." Similarly, any person under the age of 18 who has been emancipated in accordance with and in recognition of the findings of the civil court that the person is not a "child."

Aggravated Felon

An alien who has been convicted of a crime defined by INA § 101(a)(43) as an aggravated felony.

Aggravated Felony

A crime defined by INA § 101(a)(43) within the definition of aggravated felony are certain violent criminal offenses, theft offenses, sexual offenses, narcotics offenses and others. A crime falls within the definition of "aggravated felony" regardless of the date of conviction, whether the crime was for a violation of state of federal law, and also applies to convictions in foreign countries when the sentence was completed within 15 years.

Alien

Any person not a citizen or national of the U.S.

Alternatives to Detention Program (ATDP)

The Alternatives to Detention Unit within the Compliance Enforcement Division (CED) of the ICE Office of Detention and Removal Operations is the unit responsible for developing and implementing programs that improve both the immigration court appearance rate and the court order compliance rate of aliens released from ICE custody.

- o ISAP Intensive Supervision Appearance Program
- o ESR Enhanced Supervision/Reporting Program

Area of Responsibility (AOR)

The geographical area associated with each DRO Field Office or Sub-Office, and the corresponding area of coverage the contractor provides at each service location.

Asylee

An alien in the United States or at a port of entry who is found to be unable or unwilling to return to his or her country of nationality, or to seek the protection of that country because of persecution or a well-founded fear of persecution. Persecution or the fear thereof must be based on the alien's race, religion, nationality, membership in a particular social group, or political opinion. For persons with no nationality, the country of nationality is considered to be the country in which the alien last habitually resided. Asylees are eligible to adjust to lawful permanent resident status after one year of continuous presence in the United States. These immigrants are limited to 10,000 adjustments per fiscal year.

Average Length of Stay (ALOS)

The average number of days a program Participant is enrolled in ISAP from intake through termination from the program.

Board of Immigration Appeals (BIA)

The appellate body within the U.S. Department of Justice (DOJ) Executive Office for Immigration Review (EOIR) tasked with the responsibility of reviewing decisions of immigration judges appealed by an alien or DHS Members of the BIA are attorneys appointed by the U.S. Attorney General.

Cancellation of Removal

For Permanent Residents – Relief from removal which may be granted by an immigration judge (IJ) pursuant to INA § 240A(a) to certain eligible lawful permanent residents, in effect "canceling" the removal which otherwise would occur as a result of the alien's violation of the INA and finding by the IJ that the alien is inadmissible or deportable.

<u>For non-Permanent Residents</u> – Relief from removal which may be granted by an IJ pursuant to INA § 240A(b) to certain aliens who are not lawful permanent residents and who have been found to be inadmissible or deportable from the U.S. Aliens receiving this relief are made lawful permanent residents of the U.S.

Case Specialist

A contractor employee with case management and service plan (see also Individual Service Plan) responsibility within the ISAP II Program. This employee is the Participant point of contact and is responsible for the physical or electronic means of accounting for that Participant. The Case Specialist creates the ISP and executes the procedures necessary to achieve the supervision objectives in the program. These duties include residence verification, unannounced home visits, in-person reporting at the Contractor office and ensuring that Participants provide travel document information.

Contracting Officer (CO)

Contracting officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings on the part of the

federal government, in this case ICE. The term includes certain authorized representatives of the contracting officer acting within the limits of their authority as delegated by the contracting officer. Administrative contracting officer (ACO) refers to a contracting officer who is administering contracts. 42 C.F.R. § 2.101

Contracting Officer's Technical Representative (COTR)

The CO is assisted in his or her duties by the <u>Contracting Officer's Technical Representatives</u> (COTR), who usually does not have the authority of a Contracting Officer. The ISAP II COTR, located at ICE Headquarters is responsible for monitoring the day-to-day performance, activities and technical aspects of the contract and is supported on this contract by local Task Managers. Task Managers assist the COTR in monitoring contract performance at the AOR field office or sub-office level.

Contractor

The entity that provides services described in this Statement of Work (SOW) under a federal contract.

Conviction

With respect to an alien, a formal judgment of guilt entered by a court, or if adjudication of guilt has been withheld, where a judge or jury has found the alien guilty, or the alien has entered a plea of guilty/nolo contendere or has admitted sufficient facts to warrant a finding of guilt and the judge has ordered some form of punishment, penalty or restraint on the alien's liberty to be imposed.

Deciding Official

A DHS employee authorized by the Immigration and Nationality Act and/or implementing regulation to make a determination in a specific matter or on a particular issue.

Deportation/Removal

The formal removal of an alien from the United States when the alien has been found removable for violating the immigration laws. Deportation is ordered by an immigration judge without any punishment being imposed or contemplated; deportation may also be ordered by a DHS deciding official under certain statutory provisions.

Deportation Officer (DO)

An ICE employee assigned to a DRO Field- or Sub-Office who conducts legal research to support decisions on deportation/exclusion cases and assist attorneys in representing the Government in court actions. Works with other Federal law enforcement officials to identify, locate and/or apprehend aliens; prepare, present and defend deportation or exclusion proceedings; and ensure the physical removal of aliens from the United States. Works with both criminal and/or non-criminal aliens in the United States at various stages

of their deportation/exclusion proceedings. Responsible for conducting complex investigations; conducting surveillance work; preparing investigative reports; and assisting in complex, difficult, or sensitive seizures.

Detention and Removal Operations (DRO)

The component within DHS ICE that promotes public safety and national security by ensuring the departure of all removable aliens from the United States.

Department of Homeland Security (DHS)

The Executive Branch Department tasked with leading the unified national effort to secure the U.S. and preserve its freedoms. While the Department was created to secure the U.S. against those who seek to disrupt the American way of life, the DHS charter also includes preparation for and response to all hazards and disasters.

Electronic Monitoring Technology (EM)

A terms used to refer to electronic devices worn by ATDP participants or installed in participants' homes, including but not limited to individual bracelets, sensors, or receiving/transmitting devices which can be activated to interface with a remote system to create, monitor, catalog and exchange information and data to account for the participant's movements and location.

Emergency

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

Employment

Any labor or occupation for which compensation is given or received. Employment in the United States is authorized for aliens who are lawful permanent residents (LPRs), or aliens who have a valid employment authorization document issued by USCIS.

Note: Participation in the ATD program does not require employment, nor authorize employment for those without proper authorization.

Enter on duty (EOD)

For the purposes of this contract, to begin employment, after having received a DHS suitability determination granted written authorization by the COTR to perform duties under this contract.

Executive Office for Immigration Review (EOIR)

The component within the US Department of Justice (DOJ) whose primary mission is to adjudicate immigration cases in a careful and timely manner, including cases involving detained aliens, criminal aliens, and aliens seeking asylum as a form of relief from removal, while ensuring the standards of due process and fair treatment for all parties involved. Included within EOIR are immigration judges and immigration courts, and the Board of Immigration Appeals.

Expedited Removal (ER)

DHS has the authority to quickly order the removal of certain inadmissible aliens from the United States. The authority covers aliens who are inadmissible because they have no entry documents or because they have used counterfeit, altered, or otherwise fraudulent or improper documents. The authority covers aliens who arrive in, attempt to enter, or have entered the United States without having been admitted or paroled by an immigration officer at a port-of-entry. The alien is not referred to an immigration judge except under certain circumstances after an alien makes a claim to lawful status in the United States or demonstrates a credible fear of persecution if returned to his or her home country.

Face-to-Face Contact

Within the physical presence of the participant; in the same room with the participant.

Facility

Offices and office space or other accommodation chosen by the contractor in which employees work performing duties required under this contract. .

Fugitive

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

Grievance

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

Habeas Corpus

The right of a person in the U.S. to challenge the authority of the federal government to continue to hold him or her in detention.

Health and Safety Assessment

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

Immigration and Customs Enforcement (ICE)

The component in DHS that is responsible for protecting the U.S. and upholding public safety by identifying criminal activities and eliminating vulnerabilities that pose a threat to U.S. borders. ICE also enforced economic, transportation and infrastructure security. The 8 operational offices within ICE included Detention and Removal Operations, International Affairs, Intelligence, Investigations, the Student & Exchange Visitors Program, the Federal Protective Service, the National Firearms and Tactical Training Unit and the National Incident Response Unit.

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Immigration Enforcement Agent (IEA)

According to the position description, full-performance IEAs are required to spend 25 to 75 percent of their time performing two major duties: detention and deportation/transport/escort. Detention duties include responsibilities such as detained care, processing, supervision, and transportation for prison pick-ups and medical or court appointments. Deportation/transport/ escort duties include responsibilities associated with processing and transporting or escorting aliens under final orders of removal to their country of citizenship. In addition to the two major duties, IEAs are required to perform one of five other duties for at least 25 percent of their time as assigned by their supervisor. These duties include jail check and Institutional Removal Program (IRP); prosecution; determining alien and fugitive operations; operational support, Border Patrol Criminal Alien Program (BORCAP), or law enforcement liaison; and Alien Criminal Apprehension Program (ACAP), law enforcement agency support, multi-agency task forces, quick response teams, or duty officer.

Immigrant Visa

Permission properly granted by an consular officer at his or her office outside the United States to an immigrant eligible to enter and remain in the United States on a permanent basis under the INA.

Immigration and Nationality Act (INA or the Act)

8 USC § 1101 et seq.

Immigration Court

The court in which an immigration judge conducts immigration hearings, also known as proceedings, in order to determine whether an alien is removable from the U.S. or is eligible and warrants a benefit defined in the INA.

Immigration Judge

An attorney employee of EOIR appointed by the US Attorney General as an administrative judge to conduct specified classes of hearings, including alien removal proceedings

Inadmissible

The INA defines certain categories of aliens eligible to lawfully enter or be admitted to the United States. If an alien does not fall within one of these categories, he or she is inadmissible to the United States.

Individual Supervision Factors (ISF)

Information that the case specialist collects regarding the participant, used to formulate the Individual Service Plan and overall case management procedures.

Individual Service Plan (ISP)

The written plan containing detailed supervisory focus for each participant, prepared by the case specialist taking into account individual supervision factors, the participant's range of supervision, history, orders of supervision and program success to date. See also ISAP II SOW 5.1.4.

Intake

Contractor processing of an alien into the ISAP program after referral by ICE.

Legal Permanent Resident (LPR)

An alien with the status of having been lawfully accorded the privilege of residing permanently in the U.S. in accordance with the INA. This status terminates upon entry of a final administrative order of exclusion, deportation, or removal.

National

A person who owes permanent allegiance to a country. "National of the U.S." means a citizen of the U.S. or a person who, although not a citizen of the U.S., owes permanent allegiance to the U.S.

National Crime Information Center (NCIC)

A Department of Justice (DOJ) database used by law enforcement agencies to determine whether an individual has committed a civil or criminal violation. See also Absconder.

Naturalization

The conferring of nationality of the U.S. upon a person after birth by any means whatsoever.

Non-Immigrant Visa

A visa properly issued to an alien as an eligible nonimmigrant by a competent officer as defined in the INA, allowing an alien to apply for admission or remain in the United States for a specified period of time and a specific purpose.

Office Manager

The on-site contractor employee in each service location that is responsible to ICE for management and administration of the ISAP II Program.

Participant

An alien who is 18 years of age or older and who is either in removal proceedings, under a final order of removal, or in post-order custody review (POCR) and being supervised, or released on a post-order custody review (POCR) and being supervised in ISAP.

Participant Records

Records that contain information concerning the Participant's personal, criminal and medical history combined with behavior and activities while Participants. Participant Records include but are not limited to: photographs, disciplinary infractions and actions taken, Grievance Reports, documentation supporting excused absences from appearance appointments (e.g. "doctor's notes"), and employment history.

Policy

As used within the scope of the ISAP II contract, a written, official statement and method of action that guides and determines present and future decisions and actions.

Random Frequency

Applies to quality assurance events initiated by the ICE CO or COTR that are unplanned or unscheduled.

Stages of Supervision (SOS)

The various methods of supervising program participants under ISAP, including electronic monitoring, residence verification, and unannounced home visits.

Refugee

Loosely, an alien who is outside his or her country of nationality who is unable or unwilling to return to that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, political affiliation, and/or membership in a particular social group.

Release

Processing an alien out of the ISAP program as directed by ICE.

Removal Proceedings

Loosely, conducted by an Immigration Judge, hearings for deciding the inadmissibility or deportability of an alien.

Supervision

All activities conducted by contractor personnel to ensure program participants comply with the terms and conditions of their enrollment in ISAP as described in each participant's ISP. See also Individual Service Plan.

Task Managers

Designated ICE employees who assist the COTR in monitoring day-to-day activities and technical aspects of the contract and contractor performance. Due to the complexity and nationwide scope of the contract, task managers are appointed to assist the COTR by performing delegated tasks within defined Areas of Responsibility.

Training

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

Termination of Proceedings

An action by an IJ ending removal proceedings with or without a final determination on the removal charge(s). Removal proceedings can be terminated without prejudice, with the ability to re-calendar the case before the court or terminated altogether. Termination orders may be appealed to the BIA by either party.

Translator

A person who reproduces written work from one language into a different language.

Unauthorized Absence (UA)

If a participant is not present for any scheduled or unscheduled face-to-face office interview, home visit, employment verification, or other official at an in-person ICE appointment, the participant will be described as UA.

United States Citizen (USC)

See 8 U.S.C. §§ 1401 – 1453.

U.S. Circuit Court of Appeals

Established by Article III of the U.S. Constitution, there are 12 U.S. courts of appeals assigned to hear cases arising out of 12 regional U.S. circuits. A court of appeals hears appeals from the district courts located within its circuit, as well as appeals from decisions of federal administrative agencies. In general, federal courts may decide cases that involve the United States government, the United States Constitution or federal laws, or controversies between states or between the United States and foreign governments.

U.S. Citizenship and Immigrations Services (CIS)

The component in DHS that oversees lawful immigration to the United States of America. USCIS establishes immigration services, policies and priorities to preserve America's legacy as a nation of immigrants while ensuring that no one is admitted who is a threat to public safety. USCIS adjudicates the petitions and applications of potential immigrants, including immigrant visa petitions, naturalization petitions, asylum and refugee applications, and work authorization.

U.S. Customs and Border Protection (CBP)

The component in DHS with a priority mission of keeping terrorists and their weapons out of the U.S. It also has a responsibility for securing and facilitating trade and travel while enforcing hundreds of U.S. regulations, including immigration and drug laws.

U.S. District Court (U.S.D.C.)

Established pursuant to Article III of the U.S. Constitution, district courts are general trial courts in the federal system with jurisdiction to hear certain categories of federal cases, including both civil and criminal matters.

Voluntary Departure (VD)

Permission to depart voluntarily and at the alien's own expense, in lieu of, or prior to the completion of removal proceedings.

APPENDIX B: NATIONWIDE PROGRAM EXPANSION REQUIREMENTS

At the conclusion of the transition period (i.e. at contract start) the contractor must be fully prepared with sufficient staff and equipment to fulfill all SOW requirements for the full number of ISAP II participant slots at the site locations listed in Table B-1. Services must be provided at these locations out of the contractor's own facilities.

SITE	SLOTS	SITE	SLOTS	SITE _	SLOTS
Atlanta, GA	400	El Paso, TX	200	Philadelphla, PA	700
Baltimore, MD	450	Hartford, CT	125	Phoenix, AZ	10
Boston, MA	400	Houston, TX	300	Portland, OR	17:
Buffalo, NY	200	Kansas City, MO	250	Saint Paul, MN	70
Charlotte, NC	200	Los Angeles, CA	3,400	Salt Lake City, UT	12:
Chicago, IL	400	Miami, FL	1,700	San Antonio, TX	17:
Dallas, TX	800	New Orleans, LA	175	San Diego, CA	27:
Delray Beach, FL	350	New York, NY	1,500	San Francisco, CA	85
Denver, CO	500	Newark, NJ	300	Seattle, WA	35
Detroit, MI	225	Orlando, FL	400	Washington, DC	1,02
	į			·	
	3,925		8,350		4,47
			•		

Table B-1: BASE YR SITE & SLOT REQUIREMENTS AT CONTRACT START/END OF TWO MONTH TRANSITION PERIOD

Upon notification by the contracting officer, the contractor must be fully prepared with sufficient staff and equipment to fulfill all SOW requirements for the full number of ISAP II participant slots at the site locations listed in Table B-2 (Table B-2a shows the DRO's participant slot requirements estimate by location for the last year of the contract). For locations listed under "Contractor Site" services must be provided at these locations out of the contractor's own facilities. For locations listed under "Government Site" services must be provided by the contractor on-site at the respective DRO field office or sub-office.

CONTRACTOR	SITE		GOVERN	MENT SITE	
SITE	SLOTS	\$ITE	SLOTS	SITE	SLOTS
Atlanta, GA		Aguadilla, PR	50	Lompoc, CA	50
ustin, TX		Alamance County Jail	50	Lords Valley, PA	50
kakensfield & California I		Alamosa, CO	50	Lubbock, TX	50
		Albany, NY	50	The second of th	50
lattimore, MD			50 50	Manchester, NH	50
oston, MA		Allentown, PA		Medford, OR	50
uffalo, NY		Allenwood, PA	50 50	Midland Odessa, TX	
harleston, SC		Amartio, TX	50	Milwaukee, Wi	50
hadotte, NC		Anchorage, AK	50	Mobile, AL	50
chicago, IL		Batavia, NY	50	Nashville, TN	50
lleveland, OH		Baton Rouge, LA	50	Nassau Co. Jell, NY	50
olumbus, OH		Beaumont, TX	50	Norfolk, VA	50
alias, TX	800	Big Springs, TX	50	North Platte, NE	50
leiray Beach, FL	350	Boise, ID	50	Oakdale, LA	50
lenver, CO	500	Bowling Green, KY	50	Ogden, UT	50
Petroit, MI	225	Brush, CO	50	Omaha, NE	50
Paso, TX	200	Cary, NC	50	Pecos, TX	50
lartford, CT		Casper, WY	50	Portland, ME	50
louston, TX		Castle Point, NY	50	Providence, RI	50
Cansas City, MO		Cedar Rapids, IA	50	Provo, UT	50
as Vegas, NV		Champlain, NY	50	Pueblo, CO	50
os Angeles, CA	3,400		50	Rapid City, SD	50
			50	Richland, WA	50
oulsville, KY		Chattanooga, TN		•	50
Mariton, NJ		Cheyenne, WY	50	Richmond, VA	
demphis, TN		Cincinnati, OH	50	Roancke, VA	50
diami, FL		Craig, CO	50	Rock Island, IL	50
lew Orleans, LA		Dalles, OR	50	Sacramento, CA	50
łew York, NY		Des Moines, IA	50	Salisbury, MD	50
lewark, NJ		Dover, DE	50	San Bernardino, CA	50
Oklahoma Çity, OK	100	Durango, CO	60	Şan Jose, CA	50
Orlando, FL	400	Eden, TX	50	San Juan, PR	50
Philadelphia, PA	700	El Centro, CA	50	San Pedro, CA	50
Phoenix, AZ	100	Etowah, AL	50	Santa Ana, CA	50
Pittsburgh, PA	100	Eugene, OR	50	Sault Ste Marie, MI	50
Portland, OR		Fayetteville, AR	50	Savannah, GA	50
Releigh, NC		Fort Smith, AR	50	Shreveport, LA	50
Reno, NV		Fresno, CA	50	Sloux City, ≀A	50
Saint Paul, MN		Ft. Myers, FL	50	Sloux Falls, SD	50
		Gtenwood, CO	50	Spokene, WA	50
Salt Lake City, UT			50 50		50
Sen Antonio, TX		Grand Forks, ND		Springfield, MO	50 50
San Diego, CA		Grand Island, NE	50	St. Albans, VT	
Sen Francisco, CA		Grand Junction, CO	50	St. Croix, USVI	50
Seattle, WA		Grand Rapids, MI	50	St. George, UT	50
ľampa, FL		Greer, SC	50	St. Louis, MO	50
Texarkana, AR		Gulfport, MS	50	St. Thomas, USVI	50
Washington, DC	1,025	Hagatna, Guam	50	Stuart, FL	50
		Harlingen, TX	50	Stewart, GA	50
		Harrisonburg, VA	50	Stockton, CA	50
		Helena, MT	50	Syracuse, NY	50
		Honolulu, HI	50	Tallahassee, FL	50
		Huntsville, TX	50	Tulsa, OK	50
		Idaho Falis, ID	50	Tuscon, AZ	50
		Imperial, CA	50	Twin Fatts, ID	50
		Indianapolis, IN	50	Ventura, CA	50
					50 50
		Jackson, MS	50 50	Wenatchee, WA	
		Jacksonville, FL	50	Wichita, KS	50 60
		Jena, LA	50	Winston-Salem, NC	50
		Knoxville, TN	50	Yakima, WA	50
		Lake Charles, LA	50	York, PA	50
		Lancester, CA	50	Yuma, AZ	50
		Little Rock, AR	50	1	
		ļ		1	
OTAL K-SITES	18,250	TOTAL G-SITES		5,950	
TOTAL OY 1 SLOTS			24,200		

Table B-2: ISAP II ESTIMATED TOTAL SITES & PARTICIPANT SLOTS

CONTRACTO		P II SITE & PARTICIPANT	GOVERNME		
CONTRACTO	SLOTS	SITE	SLOTS	SITE	\$LOT\$
Atlanta, GA		Aguadilla, PR		Lompoc, CA	56
Austin, TX		Alamence County Jail, NC		Lords Vailey, PA	56
Bakersfield & Celifornia		Alamosa, CO		Lubbock, TX	56
Baltimore, MD		Albany, NY	56		56
Boston, MA		Allentown, PA	56	Medford, OR	56
Buffelo, NY		Allenwood, PA	56		56
Charleston, SC		Amarillo, TX	56		56
Chartotte, NC		Anchorage, AK	56	Mobile, AL	50
Chicago, IL	450	Batavia, NY	56	Nashville, TN	56
Cleveland, OH	113	Baton Rouge, LA	56	Nassau Co. Jail, NY	56
Cotumbus, OH	113	Beaumont, TX	56	Norfolk, VA	50
Dallas, TX	900	Big Springs, TX	56	North Platte, NE	50
Deiray Beach, FL	394	Boise, ID	56		54
Denver, CO	563	Bowling Green, KY	56		54
Detroit, MI		Brush, CO	56		54
El Paso, TX	225	Cary, NC	56	Pecos, TX	54
Hartford, CT	141	Casper, WY		Portland, ME	54
Houston, TX		Castle Point, NY		Providence, RI	5
Kansas City, MO		Cedar Rapids, IA		Provo, UT	54
Las Vegas, NV		Champlain, NY		Pueblo, CO	50
Los Angeles, CA		Charleston, WV		Repid City, SD	5
Louisville, KY		Chattanooga, TN		Richland, WA	5
Martton, NJ		Cheyenne, WY		Richmond, VA	54
Memphis, TN		Cincinnati, OH		Roznoke, VA	50
Miemi, FL		Craig, CO		Rock Island, IL	50
New Orleans, LA		Dalles, OR		Sacramento, CA	56
New York, NY		Des Maines, IA		Salisbury, MD	5
Newark, NJ		Dover, DE		San Bernardino, CA	5
Oklahoma City, OK		Durango, CO		San Jose, CA	5
Orlando, FL		Eden, TX		San Juan, PR	56
Phitadelphia, PA		El Centro, CA		San Pedro, CA	5
Phoenix, AZ		Etowah, AL		Senta Ana, CA	50
Pittsburgh, PA		Eugene, OR		Sault Ste Marie, MI	51 54
Portland, OR		Fayetteville, AR		Savannah, GA	5
Raleigh, NC		Fort Smith, AR		Shreveport, LA	5 5
Reno, NV		Fresno, CA		Sioux City, IA Sioux Falls, SD	5 5
Saint Paul, MN		Ft. Myers, FL Glenwood, CO		Spokane, WA	5
Salt Lake City, UT San Antonio, TX		Grand Forks, ND		Springfield, MO	5
San Diego, CA		Grand Island, NE		St. Albans, VT	5
San Francisco, CA		Grand Junction, CO	56		6
Seattle, WA		Grand Rapids, MI		St. George, UT	5
Tempa, FL		Greer, SC		St. Louis, MO	5
Texarkana, AR		Gulfport, MS	56		š
Washington, DC		Hagatna, Guam		Stuart, FL	5
Tradimigran, Do	,,,,,,	Hartingen, TX		Stewart, GA	5
		Harrisonburg, VA		Stockton, CA	5
		Helena, MT		Syracuse, NY	5
		Honolulu, HI		Tallahassee, FL	5
		Huntsville, TX		Tulsa, OK	5
		tdaho Falls, ID		Tuscon, AZ	5
		Imperial, CA		Twin Falls, ID	5
		Indianapolis, IN		Ventura, CA	5
		Jackson, MS		Wenatchee, WA	5
		Jacksonville, FL		Wichita, KS	Š
		Jena, LA		Winston-Salem, NC	Ē
		Knoxviile, TN		Yakima, WA	Š
		Lake Charles, LA	56		6
		Lancaster, CA	58	Yuma, AZ	5
		Little Rock, AR	56		
TOTAL K-SITES	20.541	TOTAL G-SITES		6.697	

Table B-2A: ESTIMATED ISAP II SITE & PARTICIPANT SLOT REQUIREMENTS AT OY4 START

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Table B-3 is the current non-binding estimate of how the ISAP II program participants will be allocated to each CLIN at each site at any given point in time. The total participant population (FY08) under EM represented approximately 30% of the overall participant population (i.e. 100% of EM Services CLINs = 30% of all ISAP II CLINs).

SUPERVISORY SERVICES CLIN	DESCRIPTION	ESTIMATED ALLOCATION
X002A	Pre-Order Supervision	65%
X002B	Post-Order Supervision	
		10%
X002C	Appeal Period	
	Supervision	10%
X002D	POCR-Reasonably	
	Foreseeable Removal	10%
X002E	POCR-Non-	
	Foreseeable Removal	5%
TOTAL		100%
EM SERVICES CLIN	DESCRIPTION	ESTIMATED ALLOCATION
X003A	EM ONLY-TR	40%
X003B	EM ONLY-RF	20%
X003C	EM ONLY-GPS/A	2%
X003D	EM ONLY- GPS/P	3%
X003E	EM ONLY-RF CELL	34%
TOTAL		100%

Table B-3: ESTIMATED REQUIREMENTS ALLOCATION

APPENDIX C: DETAILED ELECTRONIC MONITORING TECHNOLOGY (EM) SPECIFICATIONS

1. Monitoring Equipment and Service Requirements

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

1.4 Monitoring Equipment: Transmitter

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

1.4.1 Transmitter Technology

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

1.4.2 GPS Systems Specifications

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

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

- e. enough to withstand the strains of everyday wear which may consist of working, recreational activities, resting or sleeping. The transmitter shall not pose a safety hazard or unduly restrict the activities of the Participant. The contractor shall provide Satellite Tracking Units that meet or exceed these same characteristics if the tracking unit is external to the GPS transmitter.
- f. The transmitter shall be tamper resistant and have features that reliably detect efforts to tamper with or remove the device.
- g. The transmitter shall not require an external battery. The transmitter shall have an internal power source capable of functioning continuously for at least six (6) months. It shall transmit a signal to indicate when its internal power supply is low. The Contractor shall provide replaceable power sources for use in the transmitter when the contractor becomes aware that such replacements are necessary. The Contractor shall install replacement power sources within 24 hours.

1.5 Monitoring Equipment: Monitoring Unit

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

1.5.1 Monitoring Unit Requirements

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

a. Monitoring Unit Installation. Prior to the end of the face-to-face intake interview with the Participant (refer to ISAP II SOW 5.1.3), the Contractor shall install the monitoring device on the Participant. Participants shall not be permitted to exit the interview until all enrollment procedures have been completed and the Participant has been fitted with the prescribed EM device. The Contractor shall conduct an operational equipment test on the device to ensure it is in good working condition prior to dismissing the

- b. Participant from the interview. Equipment that requires component installation in the Participant's residence must be installed and operational within eighteen (18) hours of intake. Exceptions for extraordinary circumstances must be coordinated for approval with the local DRO Task Manager or COTR.
- c. Tamper Resistance and Notification Features. The monitoring unit shall be equipped with a location feature and a tamper notification system that alerts the monitoring center of any attempts to enter the unit or alter the routine operation of the unit.
- d. Portable Monitoring Unit. The Contractor shall use a portable monitoring unit (Drive-by Unit) to verify the Participant's presence at various locations by identifying the signal from the Participant's transmitter. This portable unit shall be evaluated on the size of the transmitter signal detection range; ability to detect multiple transmitters; internal memory capacity; utility of collected data such as date/time of event, tamper detection and low transmitter power; portability of data and ability to upload data to a PC. The Contractor shall provide an identical portable monitoring unit to the local DRO Task Manager for DRO Officer/Agent use in detecting Participants' presence at various locations as needed.
- e. Monitoring Unit Documentation. The Contractor shall provide written documentation with instructions that enable a DRO Officer/Agent to use the portable monitoring and be familiar with the operation of transmitters and monitoring units. The Contractor shall provide Participants with brochures explaining the operability EM equipment.

1.6 Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and transmitter in the event that unforeseen events require DRO to perform these tasks. At a minimum, one tool set shall be provided to each DRO Field- or Sub-Office being serviced under the ISAP II contract.

1.7 Spares and Maintenance

The Contractor shall maintain a sufficient inventory of Electronic Monitoring Technology as follows: to complete installations within 18 hours of intake; broken parts and replacement parts within 24 hours and supporting special operations. The Contractor

shall maintain the inventory in good operating condition and arrange for prompt repair and replacement to meet the demands of the Program.

1.8 Equipment and Service Upgrades/Improvements

Throughout the life of the task order, the Contractor shall provide EM equipment that is in good working order and capable of fulfilling mission requirements. At contract start the Contractor must establish its EM equipment inventory with the most up-to-date versions (as determined by the COTR prior to award) and refresh inventory every 24 months. All equipment provided under this contract shall have completed final testing, FCC certification and be commercially available. All EM equipment and service upgrades or changes shall be submitted in writing, via the COTR, to the Contracting Officer for approval.

2. Central Monitoring Facility

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

2.1 Backup Monitoring System/Facility

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

2.2 Security and Safeguards of Monitoring System Information

The Contractor shall maintain a physical facility compliant with all applicable Federal, State and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community. The Contractor shall specify the security safeguards to prevent unauthorized access to monitoring data inside the monitoring facility by monitoring employees or other staff. The Contractor shall include a listing of the employees authorized to make changes or modify Participant data or other agency program settings should the Case Specialist request this. The Contractor shall also detail how it determines, maintains, and communicates this authorization to its employees. The Contractor shall provide security codes to the DRO offices to guarantee

the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with a monitoring center employee. The Contractor is prohibited from accessing system user IDs of DRO employees except when specifically required to resolve help-desk issues.

2.3 Continuous Operation of Monitoring System

The Contractor staff shall be at the monitoring site and shall operate the monitoring system continuously 24 hours a day, 7 days a week. The monitoring center shall promptly detect and notify Case Specialists and/or DRO Officers of key event(s). In the even that remote access is temporarily inoperable, Contractor staff shall implement a contingency to manually provide data entry upon requests by Case Specialists and/or DRO Officers of all Participant enrollments, schedule changes and other monitoring information requests and reports and otherwise respond to all inquiries from the staff referenced above. See also ISAP II SOW 8.2.

2.4 Monitoring System Architecture

The Contractor shall provide information on monitoring system architecture to include the hardware, software and power source(s). This shall include a description of contingency plans for ensuring continuous uninterrupted monitoring upon the occurrence of a monitoring component or system failure. See also ISAP II SOW Error! Reference source not found..

3. Key events for Electronic Monitoring Systems

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

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

Upon the occurrence of any Key Event the monitoring system shall notify the Case Specialist and DRO case officer using the Notification Schedule The Contractor shall comply with the notification schedule for all Detention and Removal offices. Notification parameters in the monitoring system shall not exceed five (5) minutes. The Contractor's system shall be capable of providing for two or more simultaneous or time-delayed backup notifications by pager or telephone.

The Contractor must telephonically contact the Participant immediately upon system notification of a band or device tamper alert. In the event of such an alert the Contractor must arrange a residence visit or an office visit, as appropriate, to occur no later than the next business day to examine the equipment to ensure that it has not been tampered with. If the Contractor is able to make contact with the participant, then written notification of the band/strap/device tamper can be made within 48 hours if there are no further issues. If the contractor is not able to contact the participant telephonically, then the local DRO Task Manager must be contacted within one hour of the initial alert. See also ISAP II SOW Error! Reference source not found.

4. Remote Access to Monitoring System

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

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

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

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

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4.1 Remotely Accessible Database

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

- a. Database Fields:
 - Participant ID
 - Last Name
 - First Name
 - Alien Registration Number
 - Alias
 - Participant type (e.g., pre-order, POCR)
 - Date of Birth
 - Sex
 - Office location
 - · Country of birth
 - Language spoken
 - Address
 - · City, State
 - Zip code
 - Phone #
 - Phone #2
 - Time Zone
 - Daylight savings
 - Customizable Fields
 - Transmitter ID
 - a. Transmitter status
 - b. Monitoring Unit ID
 - c. Monitoring Unit configuration
 - d. Monitoring Unit status
 - e. Case officer name
 - f. ISAP Participant schedule
 - i. Schedule overview
 - ii. Leave (out of range) date/time
 - iii. Enter (in range) date/time

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- b. Event History of ISAP Participant transactions
 - Date
 - Event time
 - Receive time
 - Alarm events
 - Equipment type
 - Event group
 - Equipment status
- c. Equipment Inventory
 - Transmitter ID's
 - Monitoring Unit ID's

4.2 COTR and DRO Task Manager Remote Access

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

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

4.3 Telephone Access to the Monitoring Facility

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

4.4 Database Functions/Reports

 New Participant Enrollments – Case Specialists shall complete a new Participant enrollment including relevant personal information for each participant, including name, address, alien registration number, telephone

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- number(s), equipment serial numbers, case officer name, schedule curfew information and other pertinent information necessary to activate monitoring. The system must allow for, and differentiate between Temporary and Permanent schedules.
- Data/Schedule Changes Case Specialists shall be able to have direct access to make participant data and/or changes without the need for faxing or monitoring operator input.
- Caseload Review A listing of all Participant names, associated transmitter/receiver serial numbers, the current real-time status of the Participant referencing the single most recent event that was reported for each Participant. Additional detail shall be available real-time events as they occur for each participant.
- Case Specialist Caseload Report A report that provides the current participant list of a Case Specialist's assigned cases.
- Event/Report Analysis Case Specialists shall be able to review real-time monitoring events as they occur, generate historical and analysis of events onscreen and download reports as needed.
- Terminate ISAP Participants Case Specialists shall be able to terminate monitoring on any Participant on their caseload, once directed by the local DRO Task Manager.
- Daily Summary Report A chronological list of all Participants' activities including date and time of occurrence based on the report dates requested. The report shall include Participant name, complete activity schedule, monitoring center comments, reference to any Key Events, and equipment configuration.
- Equipment Utilization Report A report that shows by equipment ID.
- 5. Multi-lingual telephonic voice verification reporting system shall be provided. System must operate 24/7 and be tied directly in the contractor-owned monitoring center.
 - System must operate 24/7 and be tied directly in the contractor-owned monitoring center.

- Desired languages at a minimum are English, Spanish, Chinese (Mandarin, Cantonese, Fuzhou), Creole (Haiti), Vietnamese, Cambodian, Lao (Laos), Russian, Arabic, Hindi (India), Urdu (Pakistan), Portuguese, Canjobal/Quiche (Guatemala), Somali, Hindi/Bengali (India).
- The Contractor shall implement policies and procedures prohibiting ISAP Participants from using cellular/tracfones to access the telephonic reporting system.

APPENDIX D: REQUIRED SECURITY CLAUSE SENSITIVE /UNCLASSIFED CONTRACTS

SECURITY REQUIREMENTS

a. GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract HSCECR-09-D-00002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

b. SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

c. BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the

contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- 1. Standard Form 85P, "Questionnaire for Public Trust Positions"
 Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
- 2. FD Form 258, "Fingerprint Card" (2 copies)
- 3. Foreign National Relatives or Associates Statement
- 4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- 5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
- 6. Authorization for Release of Medical Information

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

d. CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

e. EMPLOYMENT ELIGIBILITY

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

f. SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

g. INFORMATION TECHNOLOGY SECURITY CLEARANCE
When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.
Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

h. INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department

sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Subject to existing law, regulations and/ or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.



Office of Detention and Removal Compliance Enforcement Division Alternatives-To-Detention Unit

INTENSIVE SUPERVISION APPEARANCE PROGRAM (ISAP) II

STATEMENT OF WORK

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INTENSIVE SUPERVISION APPEARANCE PROGRAM II (ISAP II) STATEMENT OF WORK

1 BACKGROUND

The Alternatives to Detention (ATD) Unit of the Office of Detention and Removal Operations (DRO) within the U.S. Department of Homeland Security's (DHS) Immigration and Customs Enforcement (ICE) component is responsible for the development and implementation of programs that provide cost-effective alternatives to secure detention as a means of supervising the non-detained population. These alternatives to secure detention are designed to improve rates of appearance at immigration interviews and hearings by aliens released from secure detention and otherwise part of the non-detained population (i.e. those who have never been detained), and also intended to improve compliance with final orders issued by immigration judges by non-detained aliens.

Approximately 32,000 persons are held in secure detention by DRO each day. This population includes aliens in the United States who are in violation of the Immigration and Nationality Act (INA) who pose a threat to community safety, national security, and/or may be a flight risk, in addition to those aliens required to be detained under specific provisions of the INA.

Limited detention capacity and an increasing detainee population coupled with the need to lower alien absconder rates have sparked national efforts over the past several years to integrate into DRO's general practices the use of various alternatives to detention for aliens who do not require mandatory detention in accordance with the INA. Alternatives to detention offer the prospect of a considerable cost savings over secure detention for eligible aliens.

The ATD Unit currently manages two contract programs: the Intensive Supervision Appearance Program (ISAP) and the Enhanced Supervision/Reporting (ESR) Program. The current ISAP contract expires on September 20, 2009. This statement of work (SOW) describes the government's requirements for the follow-on contract, ISAP II.

ISAP is a core community-based supervision and in-person reporting program. Activities of aliens released from ICE custody in the ISAP program are monitored by case specialists (i.e. contractors). Aliens participating in this release program must participate in or comply with a variety of activities and reporting requirements designed to successfully reintegrate the alien into his or her community while awaiting removal (i.e. travel to their country of origin). Requirements include home and local office visits, employment verification, and curfews. To ensure successful completion of the program, ISAP relies on electronic GPS monitoring devices, telephonic reporting and unannounced

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home visits. Participants must also report to their assigned ISAP office regularly for face-to-face interviews.

Current operational ISAP and ESR offices are listed in Appendix B, Table B-1. Depending on available funding during the execution of the ISAP II contract, DRO intends to expand its ISAP coverage to the additional DRO Field Office and Sub-Office locations under the ISAP II contract as described in Appendix B, Table B-2, both through establishment of new contractor facilities and assignment of contractor personnel working on-site at government facilities.

2 OBJECTIVES

The purpose of this contract is to provide highly structured community-based supervision that emphasizes compliance with the INA and implementing regulations, and appearance at Immigration Court proceedings, for aliens 18 years and older, not in custody.

3 DEFINITIONS

See Appendix A, Terms and Definitions, for terms and definitions related to performance of this contract.

4 OPERATING CONSTRAINTS/ASSUMPTIONS

Contract performance shall fully comply with the following:

- The Immigration and Nationality Act (INA) as amended, 8 U.S.C. 1101 et seq.
- Homeland Security Act of 2002 (HSA), as amended
- Title 8 Code of Federal Regulations (CFR), as amended

5 SCOPE

The contractor shall develop and implement a service plan and perform services in accordance with the requirements of this SOW at DRO locations nationwide. The current locations are shown in Appendix B. The services provided shall consist of community-based supervision, in-person reporting, and electronic monitoring. The organization, design, and administration of the program shall comply with all applicable federal, state, and local licensing provisions, as well as DRO requirements as put forth in this SOW and elsewhere in the ISAP II contract. The contractor shall provide management oversight for the implementation and operations set forth in this SOW, and shall not refuse to accept any program participant assigned by DRO.

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5.1 Quality Assurance

For all areas of responsibility detailed within this SOW, the contractor shall also define and implement quality assurance review and internal audit procedures in its ISAP II Quality Assurance Plan (refer to RFP Section L, Instructions, Conditions And Notices To Offerors), execute and document the results of such reviews and audits, and ensure that all documentation (e.g. internal audit reports) related to them are available to the Contracting Officer's Technical Representative (COTR) and/or Contracting Officer (CO) at any time during the execution and close-out of the ISAP II contract.

5.2 Case Management Requirements

The contractor shall operate a Case Management process to include, but not be limited to the following:

5.2.1 <u>Case Management System</u>. The contractor shall establish a case management system for administering and supervising all aspects of a participant's involvement in the program. The system shall provide for monitoring and documenting a participant's compliance from entry to release from the program. The contractor shall be proactive in managing cases and use all appropriate tools and techniques available. This includes use of the Public Access to Court Electronic Records (PACER) system to obtain immediate knowledge when an immigration court decision is issued, as well as making inquiries with courts.

The Contractor shall use PACER and any other relevant public systems to ascertain each Participant's status with the EOIR, and make the appropriate updates and adjustments in their database for tracking and reporting purposes (see also 7.1.6). Such adjustments and updates include, but are not limited to: changes from PRE-ORDER to POST-ORDER supervisory stages, from POST-ORDER to APPEAL, etc. as applicable.

5.2.2 <u>Case Records.</u> The contractor shall develop, maintain, and safeguard individual program participant case records at the contractor's operational location (i.e. either the contractor's facility or the government facility to which the contractor is assigned). The contractor shall develop a system of accountability that preserves the confidentiality of case records and protects case records from unauthorized use or disclosure. The contractor shall verify that all official documents accompanying program participants are complete and accurate so that they precisely identify the program participant.

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Original travel and identity documents (e.g. visas, passports) will be maintained by ICE within the participants A-File.

Case records shall include, at a minimum:

- Name, alien registration number, country of birth, date of birth, and other relevant biographical participant information
- Orientation and intake forms
- Case information from the referral source
- Comprehensive assessment
- Individual service plans and case notes
- Progress reports
- Program rules and disciplinary policies
- Copies of disciplinary actions
- Referrals to other service agencies
- Copies of identification documents; (e.g., driver licenses, identification cards)
- Copies of travel documents

Any system that the contractor uses for updating participant records including, but not limited to, those listed above in this section must satisfy the requirement that the relevant changes or updates be date-stamped, preferably with an automated, system-generated time-stamp. All previous time-stamps shall be preserved and visible next to each sequential update or change with most recent update annotated (e.g. by highlighting the most recent time-stamped revision). For example:

- ➤ 1/15/2009 12:30PM: Participant came to the office for a scheduled office visit. Equipment was checked and appeared to be tamper free. Unannounced home visit scheduled for 1/21/2009
- Verified Participant's presence in his home; equipment in good working order, no updates on the subject's immigration case
- 5.2.3 Orientation. The contractor shall provide a comprehensive orientation for every program participant as soon as possible, but not longer than twenty-four (24) hours after being notified by DRO that a participant is available for intake. The orientation shall include, at a minimum, an overview of the program, rules, regulations, procedures, the consequences for violation of any of these policies, the Immigration Court process, and an explanation of the case management and service plan procedure. The contractor shall:

- Document the orientation, ensuring all documents bear the participant's signature as evidence of acknowledgement, understanding and acceptance of all terms and conditions therein. Such individually signed documents include, but are not limited to: enrollment sheets, orientation documentation, individual service plans, program rules, policies regarding non-compliance, and any other documents explaining the program's compliance expectations of the participant.
- Provide the orientation information in a written handbook
- Ensure the orientation is presented in a language the program participant understands
- Provide program participants with a current EOIR list of pro bono legal service providers who practice within the participant's locality
- Provide program participants a list of community resources including, but not limited to transportation, medical, education, financial, legal, religious, and other social adjustment and facilitative resources

The contractor must notify the DRO ISAP Task Manager by email to certify that each orientation session has been completed.

- 5.2.4 <u>Individual Service Plan (ISP).</u> Prior to the end of a participant's orientation interview the contractor shall have developed the participant's ISP. Each ISP must be comprehensive, realistic, and comply with ISAP II program requirements. The contractor shall closely coordinate ISPs for each program participant through a structured case management system. The contractor's assigned case specialist shall be responsible for execution and maintenance of each participant's specific ISP and case management activities.
- 5.2.4.1 <u>Face-to-Face Contacts and Verifications with Program Participants.</u> For purposes of this SOW, "face-to-face" shall mean a situation in which the contractor's assigned case specialist is in the same room as the participant. ISPs shall include these minimum face-to-face supervision elements:
 - Orientation within 24 hours of intake (see also 5.2.3)
 - Participant progress report every 30 days
 - ISP review every 30 days
 - Residence verification within forty-eight (48) hours of intake, and within 48 hours of any reported change of address. During residence verifications the contractor's assigned case specialist must witness the participant physically in his home, not on the outside of the property (e.g. stairs, lawn, shed).

- Employment verification within five (5) days of intake, and every thirty (30) days thereafter (as allowed by U.S. immigration law). During employment verifications the contractor's assigned case specialist must witness the participant on the work-site working at his or her job.
- The contractor shall anticipate and provide counseling referrals as needed.
- The contractor shall assist participants in acquiring travel documents from their countries of citizenship. The local DRO case officer will coordinate with the case specialist when information for a travel document is required from a participant. The contractor shall obtain any necessary photos and/or fingerprints for travel documentation. The contractor shall obtain proof from the participant that the participant has had contact with his or her consular embassy. The contractor shall maintain a log of travel document information for each participant, including type of nformation/application, dates and times of completion, and dates/times of providing them to DRO.

The date and times of receipt of Travel Docs from DRO should be noted. Passport validity dates and passport numbers should also be listed. Should a valid travel document be coming up on expiration, the contractor should be able to anticipate the need for the subject to reapply. The contractor shall also keep DRO informed of the participant's compliance in travel document procurement.

- 5.2.4.2 <u>Stages of Supervision.</u> The contractor's Case Management Plan and ISPs shall recognize different supervisory requirements during each stage of the immigration hearing process. These stages are:
 - Pre-Order (PRE) The participant has not received an order of removal from the Immigration Court
 - Post-Order (POST) The participant has received a final order of removal from the Immigration Court. What this means is that neither the participant nor ICE has reserved appeal of the court's order; or if either the participant or ICE has reserved appeal, neither party has perfected that appeal by filing a Notice of Appeal (NOA) with the Board of Immigration Appeals (BIA) within the 30- day statutory period. Included in this category are:
 - > Voluntary departures (VD)
 - > Other special interest participants
 - Appeal The Immigration Court has issued a decision, and either the
 participant or ICE has filed an NOA with the BIA, and the appeal is
 pending before the BIA.

- Post-Order Custody Review (POCR) The participant has received a final order of removal, completed a custody review, and has been released to the community pending their possible removal from the United States.
 There are two subcategories of POCR participants:
 - o Reasonably Foreseeable Removal Participant will be removed in the foreseeable future, which is typically ninety days from the Order of Removal. This category also includes some special discretionary DRO releases (e.g. for certain medical conditions).
 - Non-foreseeable Removal Participant will not be removed in the foreseeable future
- 5.2.4.3 <u>Supervisory Requirements</u>. The current average length of stay for each participant in ISAP (i.e. from intake through termination) is between 300 and 365 days. The requirements for each stage and corresponding levels of supervision are as follows.

5.2.4.3.1 PRE-ORDER (CLIN X002A)

- 1 face-to-face interview at the contractor's office every 2 weeks
- 1 unannounced on-site home visit every 4 weeks
- Telephonic reporting (TR)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law).

5.2.4.3.2 POST-ORDER (CLINX002B)

- 2 face-to-face interviews at the contractor's office every 2 weeks
- 1 unannounced on-site home visit every 2 weeks
- Electronic monitoring: TR, active/passive global positioning system (GPS/A – GPS/P) at Deportation Officer (DO) or Immigration Enforcement Agent (IEA) discretion (if not specified in an Order of Supervision)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

5.2.4.3.3 APPEAL (CLIN X002C)

- 1 face-to-face interview at the contractor's office every 4 weeks
- 1 unannounced on-site home visit every 4 weeks
- TR
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

5.2.4.3.4 POCR-REASONABLY FORESEEABLE REMOVAL (RFR) (CLIN X002D)

- 2 face-to-face interviews at the contractor's office every 2 weeks
- 1 unannounced on-site home visit every 2 weeks
- Electronic monitoring: TR, active/passive global positioning system (GPS/A – GPS/P)
- 1 employment verification every 4 weeks (as allowed by U.S. immigration law)

5.2.4.3.5 POCR – NON-FORESEEABLE REMOVAL (NFR) (CLIN X002E)

- 1 face-to-face interview at the contractor's office every 8 weeks
- 1 unannounced on-site home visit every 8 weeks
- 1 employment verification every 8 weeks (as allowed by U.S. immigration law)
- Optional: electronic monitoring (TR, GPS/A, or GPS/P) at the discretion of the DRO case officer.
- 5.2.4.4 Scheduling. The daily schedule shall be designed to provide the proper level of supervision and accountability on the part of each participant. The contractor shall balance scheduled contacts and residence/employment visits to effectively accomplish the desired intensity of supervision throughout the period of measure (e.g. the contractor should schedule the required 2 face-to-face office interviews with a participant being supervised under CLIN X002D in separate calendar weeks, and not on consecutive days).
- 5.2.4.4.1 Rescheduling of Unsuccessful Unannounced Residence/Curfew and Employment Visits. If the participant is not physically present in his or her home (or at his or her place of employment in the case of an employment verification) at the time of the visit, telephonic contact must be immediately initiated to locate the Participant and determine why he or she is not at the required location as specified in the Participant's ISP (e.g. in the home or on the job) during the required timeframe. The Contractor and the Participant

conduct a successful home visit within forty-eight (48) hours of any unsuccessful home or work visit. These rescheduled visits are not included, and are in addition to the requirements described in 5.2.4.3.

5.2.4.5 <u>Grievances.</u> The contractor shall develop procedures for reporting and handling grievances. All formal grievances shall be reported in the monthly program reports to the CO.

5.2.4.6 Electronic Monitoring

The contractor shall provide detailed written policies and procedures for purchasing, owning, warehousing, installing, 24/7 monitoring, maintaining, and recovering all electronic monitoring (EM) equipment for all participants as specified in Appendix C, Detailed Electronic Monitoring Technology Specifications.

- 5.2.4.6.1 Under certain circumstances DRO may choose to use EM as the sole means of participant supervision (e.g. at the DDO OR IEA'S's discretion he/she may choose to require a participant to submit to telephonic monitoring or some other form of EM due to distance or disability without a requirement for face-to-face visits or unannounced home visits).
- 5.2.4.6.2 The contractor shall establish notification policies and procedures for key events as described in Appendix C, Section 3.
- 5.2.4.6.3 The contractor shall ensure it has immediate availability of EM equipment, to include spares and support of special operations, to meet all government requirements as they arise (e.g. those arising from worksite enforcement actions). The minimum requirement is that at any given time the contractor shall have on hand at its respective field- or sub-office operating locations a number of mission-ready EM units that is no less than the higher of
 - > 10% of that location's participant population
 - \succ five (5)

The contractor must have all EM equipment necessary to support upcoming operations within forty-eight (48) hours of notification by DRO that such an operation is scheduled.

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

5.2.4.7 ISAP Program Participant Rules

The contractor shall provide program participants with program rules at orientation and obtain written confirmation from the participant that he/she has read, fully understood, and agrees to comply with the rules. Standards for rules and procedures shall be approved in writing by the CO. The rules shall specify acts that are prohibited and penalties that may be imposed by DRO. The contractor shall exercise professional judgment and discretion in creating rules, provide program participants adequate counseling to facilitate their compliance, and to document and report violations to the local DRO Task Manager.

5.2.4.8 Translators

The contractor shall provide professional translators or bilingual staff (preferred method) to communicate with program participants who do not speak or comprehend English. The contractor may use commercial telephonic interpretation services for this purpose as approved by the CO.

5.2.5 Rights of Program Participants

All program participants will be treated with care, dignity, and respect. Program participants will be allowed privacy when using the phone or meeting with their privately-retained legal counsel, as well as access to such legal counsel at the contractor office location or the government site to which the Contractor is assigned.

6 CONTRACTOR PERSONNEL

The contractor shall supply the COTR and the DRO Security Officer with a monthly list of all employees working on the contract.

6.1 Key Personnel

The contractor shall obtain prior written concurrence from the CO for appointment and replacement of key personnel as established within the contract clause entitled "Key Personnel."

6.2 Program Staffing Requirements

The contractor shall define clear responsibilities and lines of authority for the following positions:

- 6.2.1 Program Director/Deputy Program Director (the contractor personnel filling this position shall be designated "Key Personnel"). The contractor Program Director is the person responsible and accountable for the overall execution and administration of the program under this contract. This person functions as the single point of contact for the COTR and CO.
 - The contractor shall create and maintain a management organization that has its Program Director available as the single point of contact for DRO.
 - As key personnel, absent any reasons supporting a termination for cause on behalf of the contractor, the contractor shall ensure that the Program Director retain his or her position on the ISAP II contract for not less than one (1) year from the date of contract award.
 - Should the contractor terminate the Program Director or Deputy Program Director at any time during the contract period, the contractor's replacement must be approved by the COTR and Contracting Officer prior to his or her assignment on the ISAP II contract.
 - The Program Director and Deputy Program Director, with authority to act on behalf of the Program Director, shall be accessible to ICE DRO by cellular telephone 24 hours per day, 7 days per week, 365 days per year.
- 6.2.2 <u>Case Specialists and Staff.</u> Case specialists are responsible for:
 - Providing program services to participants
 - Directing communication with program participants
 - Creating participant ISPs, maintaining case records and executing case management plans
 - Maintaining currency in their training and certification requirements in accordance with state and DRO ICE standards
- **6.2.3** Education/Training/License/Certification Requirements
- 6.2.3.1 The Program Director shall:
 - At a minimum, possess a bachelor's degree in an appropriate discipline from an accredited university

- Have documented experience, certification, and credentials applicable to
 the goals and objectives of this program sufficient to communicate, direct,
 counsel, and evaluate subordinate staff that would be appropriate for and
 commensurate with a typical community program with similar goals and
 objectives
- 6.2.3.2 <u>Case Specialists</u> and staff with direct program participant interface, communication, and direction shall:
 - Possess a bachelor's degree in an appropriate discipline from an accredited university (an associates degree with two or more years of relevant experience as defined in subpart ii below may be substituted for a bachelor's degree)
 - Have at least two years of documented experience in a field related to law, social work, detention, corrections, or similar occupational area; certification, licensure, and credentials applicable to the professional accreditation of the position
 - Demonstrate experience applicable to the goals and objectives of this
 program sufficient to communicate with other staff, and appropriate for a
 similar program environment
 - Possess and maintain appropriate state licensure

6.2.4 Standards of Conduct

The contractor shall be responsible for developing and maintaining standards of conduct for employee competency, conduct, appearance, and integrity and also shall be responsible for its employees' performance and the quality of the services they provide.

- 6.2.4.1 The contractor shall provide all employees with a copy of the program's standards of conduct.
- 6.2.4.2 All employees shall certify in writing that they have read and understand these standards.
- 6.2.4.3 A record of this certificate shall be provided to the COTR prior to the employee's beginning work under this contract.
- 6.2.4.4 Contractor staff shall not display favoritism or preferential treatment to one program participant or group of program participants over another.
- 6.2.4.5 No contractor employee shall enter a personal relationship with a program participant outside the scope of the goals and objectives of the program.

- 6.2.4.6 Contractor staff shall be prohibited from accepting for themselves or any member of their family any personal gift, favor, or service from program participants or from the program participants' families or close associates, no matter how trivial the gift or service may seem. All staff shall be required to immediately report any such offers to the Program Director via the Office Manager. In addition, no staff shall give any gift, favors, or service not authorized under the ISAP II contract to program participants, their families, or close associates.
- 6.2.4.7 Contractor staff shall not enter any business relationship with program participants or their families (e.g., selling, buying, trading personal property, etc.).
- 6.2.4.8 Contractor staff shall not have any outside or social contact (other than incidental contact) with program participants, their families or close associates.
- 6.2.4.9 The contractor shall immediately report to the COTR any violations or attempted violations of the standards of conduct:
- 6.2.4.10 Violations may result in employee dismissal by the contractor or removal at the discretion of the CO.
- 6.2.4.11 Failure on the part of the contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the contractor to appropriate action up to and including termination of the contract for default.
- 6.2.4.12 Contractor staff shall be prohibited from providing legal advice to program participants and from interfering with a program participant's immigration status proceedings or the execution of final orders of the Immigration Court. Failure to comply could result in the termination of the contract and/or possible criminal charges against the employee.

6.3 Removal from Duty

The contractor shall notify the COTR immediately upon learning of adverse or disqualifying information regarding any employee. The contractor shall immediately remove the employee from performing duties under this contract or any other DHS contract and comply with further guidance from the CO upon learning of adverse or disqualifying information (see also 6.2.1 regarding key personnel). Disqualifying information may include, but is not limited to:

- Arrest or conviction of a crime (felony or misdemeanor offenses)
- A record of arrests for traffic offenses (especially DUI)
- False information entered on suitability forms

- The contractor shall immediately remove from assignment to this contract or any DHS contract any employee who has been disqualified for security reasons or is deemed unfit to perform his or her duties.
- The contractor shall immediately notify the COTR when removing an employee from duty. A determination of being unfit for duty may include, but is not limited to, incidents involving misconduct as set forth below:
 - o Neglect of duty or failure to carry out assigned tasks
 - Falsification or unlawful concealment, removal, mutilation, or destruction of any
 official documents or records, or concealment of material facts by willful
 omissions from official documents or records
 - o Theft, vandalism, or any other criminal actions
 - Possession of or selling, consuming, or being under the influence of intoxicants, drugs, or other mind-altering substances
 - o Unethical or improper use of official authority
 - Violations of security procedures or regulations
 - o Fraternization with program participants
 - o Failure to maintain or fulfill training requirements

The contractor shall immediately notify the COTR in writing of any employee terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

6.4 Credentials

All program staff shall carry approved identification credentials at all times while performing under this contract. Credentials must contain the following for each employee:

- A photograph of the employee that is at least one inch square. The photograph shall show, as a maximum, the head and shoulders of the employee and shall be no more than one year old at the time the credential is issued.
- · Signature of the employee
- Validation by the issuing authority

Credentials shall be valid for up to five years and shall be unique from any other credentials issued by the contractor to its non-ISAP employees.

The contractor shall void and immediately make the appropriate disposition of all identification credentials upon completion of assignments that result in program staff no longer performing under this contract.

6.5 Security Requirements

Security requirements for this contract are described in Appendix D.

6.6 Training

The contractor shall train its staff in accordance with a written Training Plan for all employees that incorporates the mandatory training requirements listed below, as well as other related training courses developed by the contractor that are necessary for successful performance while working on the program.

- 6.6.1 <u>Contractor Certification</u>. The contractor shall certify that employees have been trained and shall provide documentation of training upon COTR request. Under no circumstances shall a contractor employee perform duties under this contract until all initial training, or refresher training as required in this subsection, is successfully completed and certified by the contractor in writing to the COTR. The COTR must provide written approval prior to the assignment of any employee beginning to perform any duties under this contract. All employees shall be given annual refresher training occurring each subsequent year of employment.
- 6.6.2 <u>Documentation and Orientation.</u> The contractor shall ensure that the mandatory training as described in 6.6.4 and 6.6.5, as well as the training required to be developed by the contractor is provided to all employees. The contractor may either provide the required training or have an institution acceptable to the COTR provide the training. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him or her from duty. All aspects of the training and all types of documentation associated with the ISAP program are subject to evaluation, monitoring, and approval by the COTR. The contractor shall provide to the COTR monthly documentation of the training completed for each contractor employee, including but not limited to the number of training hours, type of training, date and location of training, and name of the instructor. The contractor shall provide the COTR copies of all certifications. Upon contract award, DRO will provide the initial orientation training for the contractor's staff responsible for training utilizing a "train the trainer" approach. The contractor will provide all subsequent orientation training for all employees, including those added throughout the duration of the contract.
- 6.6.3 <u>Clerical Staff.</u> The contractor shall provide all clerical/administrative support contractor employees who have minimal program participant contact with 20 hours of training in addition to orientation, to be completed within 14 days of

- employment and prior to being assigned to autonomous duties. The courses annotated (*) in 6.6.5 are mandatory courses. All contractor employees in this category shall be given annual refresher training consisting of the mandatory training each subsequent year of employment.
- 6.6.4 Management Staff. The contractor shall provide each member of the managerial staff with all of the mandatory training courses described below. These courses shall be completed within 14 days of employment. In addition, the managerial personnel shall complete 24 hours of general management training during the first year and each subsequent year of employment. The contractor shall provide the COTR copies of training certification.
- 6.6.5 <u>Courses.</u> The following is a list of mandatory training subjects and minimum hours of training that shall be included in the contractor's Training Plan:
- Ethics and Authority (2 hours)
- Note-Taking and Report Writing (4 hours)*
- Self-Defense (8 hours)
- Human Relations (1 hour)*
- Handling Disorderly Conduct, Civil Disturbances, and Other Incidents (3 hours)
- Cultural and Ethnic Sensitivity (2 hours)*
- Orientation (1 hour)*
- *Mandatory courses
- 6.6.5.1 Supervisors shall attend 24 hours of additional training that includes: (1) communications; (2) solving performance problems; (3) counseling employees; (4) leadership skills (emphasizing styles, motivation, and career development); (5) schools in great (6) agual complement practices
 - (5) scheduling; and (6) equal employment practices.
- 6.6.5.2 The contractor shall complete all ICE mandatory training for contractors. The current mandatory training is listed in Table 1. The training is available online at the ICE Virtual University. Access to the ICE Virtual University may be made available to the contractor's staff following contract award. In the event access is not available the COTR will provide the contractor with a CD version.

Course	Description
Information Assurance Awareness Training (IAAT) (Formerly CSAT)	Training to reinforce computer security policies and guidelines to all Information Technology users.
Securely Handling ICE Sensitive But Unclassified For Official Use Only Information	Training on how to handle a variety of Sensitive but Unclassified (SBU) / For Official Use Only (FOUO) information and protecting this information from unauthorized access, distribution, reproduction, and destruction.
Records Management	This course explains significant aspects of records management and records themselves. It covers agency responsibilities, and the role of the individual in records management. The life-cycle of records is explained in detail and covers the three phases: records creations, records maintenance and use, and retention and disposition of records. The guiding agency document for controlling the handling and disposition of records, the File Plan, is also covered. Scenarios involving critical records management issues are provided for reinforcement. A specific type of record, the A-File, is covered in some detail. Important aspects of the Freedom of Information Act (FOIA) are also discussed.

Table 1: ICE Mandatory Annual Contractor Training

7 RECORDS AND REPORTS

7.1 Program Reporting Requirements – Records Retention

The contractor shall provide written plans, policies, and procedures that describe the format and reporting criteria for all records and reports. The contractor shall maintain all logs and records required to execute and document the operational and managerial aspects of the ISAP program in compliance with the requirements of this contract. All logs and records shall be maintained at the contractor's office (or, as applicable, the ICE DRO office) in locked cabinets within the administrative area. As stated in Error!

Reference source not found., all contractor employees assigned to perform duties under the ISAP II contract shall be trained in and comply with ICE Records Management policies and procedures. All records are subject to inspection and review by the CO and COTR at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph. The contractor shall not destroy or alter any logs or records pertaining to this contract. At the completion or termination of

this contract, the contractor shall submit all logs and records to ICE DRO as directed by the CO.

7.1.1 Daily Emergency Report.

Upon discovery of any of the following events, the contractor shall immediately notify the local Task Manager verbally and then follow up with a written report to the local Task Manager and COTR within 24 hours of discovery:

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

At a minimum, written reports shall include the following information:

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

7.1.2 <u>Daily Reports of Counts by Site (Including Enrollments and Terminations)</u>

The contractor shall report daily participant counts by each site to include enrollments and terminations.

7.1.3 Weekly Termination Summary Report

The contractor shall report terminations from the program inception to date using the codes provided by DRO ICE for each DRO field office, with the corresponding percentage and roll-up for all offices. The breakdown should distinguish between pre order, post-order, appeal, POCR, voluntary departure (VD) participants, and all four combined. The breakdown should list the participants by country of citizenship and status at time of termination from the program (i.e. not status at time of enrollment).

7.1.4 Weekly Court Appearance Summary Report

The contractor shall report the number of final hearings scheduled and the number of hearings attended for each DRO field office, with the corresponding percentage and roll-up for all offices. The breakdown should distinguish between pre-order, post-order, appeal, and POCR participants, all three combined, and by country of citizenship.

7.1.5 Weekly Average Daily Cost and Average Length in Program Report

The contractor shall report the average number of days spent in the program for participants and the average daily cost per participant.

7.1.6 Monthly Program Progress Report

The contractor shall submit written Monthly Program Progress Reports by the fifth workday after the end of each month. Monthly reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, and significant events. These reports shall include, at a minimum, the following for both the overall program and individual sites, where applicable:

- Number of active participants at the end of the reporting month, total number of participants over the month, year to date, and since program inception
- Number of terminations (program wide) using the codes provided by DRO ICE for each DRO field office or sub-office, with the corresponding percentage and roll-up for all offices
- Number of grievances filed with the contractor by reporting month, year to date, and since program inception

- Immigration Court compliance rates Executive Office for Immigration Review (EOIR) hearings scheduled, EOIR hearings attended, percentage compliance, hearings of final decision, and hearings of final decision ordered in absentia
- Participant status in the removal process and participant's hearing status with EOIR (Master Calendar Hearing, Custody Hearing, Merits Hearing, etc.) from the participant's enrollment date into the program until they are terminated from the program.
 - ➢ Based on the above information, the contractor will provide statistics on the number of participants who at the time of enrollment have not had a hearing with EOIR, have had a Master Calendar Hearing, Custody Hearing, or Merits Hearing, have a final order of removal, have an appeal pending, number of continuances and number of days between hearing dates as well as individual participant appearance rates with the immigration court.
- Monthly roll-up of emergency incidents
- Participant turnover summary
- Number of active and inactive by nationality (i.e. country of citizenship) and location
- Average days to final hearing and average number of hearings before the final hearing (i.e. hearing appearance rates per participant, by location, by hearing type and number of days between hearings/continuances).
- Contractor's ISAP II personnel roster that includes, at a minimum
 - > Full name of employee
 - > Employee's official job title (e.g. Program Director, Case Specialist)
 - Date of hire
 - Date of assignment to ISAP
 - > Training status
 - > Date removed/terminated from ISAP II contract duties
 - > Case specialist-to-participant ratio (by location and overall program)

7.1.7 Quarterly Program Report

Written reports are due the fifth workday after the end of the quarter. Quarterly reports shall not duplicate information provided in the monthly reports but provide additional information as follows:

- Average length in program by location and type active and inactive
- Program compliance by year and year-to-date by type and location
- Participants with legal representation by location

7.1.8 Annual Report

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

- Program expectations compared to actual function in the previous 12 months
- Significant events
- Performance measures, such as percentage of appearances by participants—home visits, office reporting, Immigration Court, compliance of EM-only participants with monitoring requirements, participants terminated from the program, absences without permission, media issues, necessary administrative changes and fiscal issues
- Recommendations for program improvement

7.1.9 Ad Hoc Reports

Frequently ICE DRO management requires the ATD Unit to respond to information requests for briefings to ICE management (e.g. the Assistant Secretary) or external authorities (e.g. Congress) and other miscellaneous organizations (e.g. pro-bono attorneys). The contractor shall support such requests using program data and information when required.

7.1.10 DRO/Contractor Meeting Minutes

The contractor's representatives shall meet with the COTR and the CO on a regular basis, as determined by the CO and/or COTR. These meetings will provide a management-level review and assessment of contractor performance, and a discussion/resolution of any program issues. A mutual effort will be made to resolve all identified problems or issues. The contractor shall prepare written minutes of the meetings and shall submit the minutes within five days for COTR review and approval. Upon COTR approval, the contractor shall distribute copies to all attendees.

7.1.11 <u>Invoice Details</u>

Each invoice must include detailed billing information by site and participant count by day. This includes a chronological listing of participants with name, alien control number, date of admission, end of month status, and date of discharge.

8 FACILITIES

The contractor shall obtain and maintain office space for all contract employees of sufficient size to allow for meetings with program participants, records retention, and a reasonable flow of daily business.

8.1 Office Space and Equipment

The contractor shall provide offices/office space adequate for all personnel, vehicles, and equipment at each of its designated operational locations under this contract. Locations where the contractor must provide office space are contained in Appendix B. The contractor will work in DRO offices at all other locations.

- The contractor shall provide its staff with all IT equipment and networking at its own facilities.
- Where assigned to operate on-site at a DRO (i.e. government owned or leased)
 facility, DRO will assign the necessary IT equipment, standard ICE desktop software,
 accesses, infrastructure and technical support to contractor staff subject to compliance
 with ICE Office of the Chief Information Officer (OCIO) and Office of Asset
 Management (OAM) policy.
- Whether operating at a contractor site on contractor-owned equipment or at a DRO site on GFE, when accessing information and applications behind the DHS and ICE firewalls the contractor shall ensure that its operations under the ISAP II contract comply with all applicable DHS and ICE OCIO requirements.
- All contractor primary offices should be within 10 miles, preferably as close as possible to the ICE office it serves.
- Program services shall be provided in the least restrictive environment appropriate to the program participant population and community sensitivities and administered in a culturally sensitive manner.
- The contractor shall affirmatively demonstrate through appropriate documentation that occupancy meets all applicable state licensing requirements for zoning, building, fire, occupational health and safety, and occupancy.
- The contractor shall maintain an aesthetically appealing office that reflects positively on DHS ICE and is appropriate for the community area in which it is located.
- Offices/office space will be obtained by the contractor. The contractor shall be responsible for its maintenance, janitorial service, upkeep, repair, and utilities.

- The contractor shall provide the COTR with written certification that the office/office space complies with state and local emergency and safety codes prior to beginning work under this contract.
- The contractor shall enforce a tobacco-free environment in all of its ISAP offices.
- The contractor shall ensure that all of its ISAP offices provide private rooms for participant interviews (e.g. with the contractor, with the participant's legal counsel).

8.2 Emergencies

The contractor shall include in its emergency preparedness plans (e.g. Continuity of Operations Plan, Disaster Recovery Plan):

- > Written evacuation and alternate staging procedures for use in event of fire, flood or any other similar emergency, or should the facility become unfit for its intended use for any period of time.
- Written back-up procedures for IT systems used to support continuity of operations during an event.

The contractor shall review its plans annually, update as necessary, and reissue to the local fire jurisdiction and the COTR, as well as ensuring awareness of the plan and procedures by the staff and the program participants.

9 Tasks and Deliverables

Table 2 shows a list of ISAP II contract tasks and deliverables.

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0001	Conduct and Document Internal Quality Assurance Audits	5.1	Monthly	Review and update Quality Assurance Procedures as required, but no less frequent than annually.
A0002	Develop and Implement Case Management System	5.2.1	See RFP Section L	Annually within 60 days of exercising option or at direction of CO
A0003	Create and Maintain Case Records	5.2.2	Ongoing throughout contract execution	Daily
A0004	Conduct Program Orientation with Each Participant	5.2.3	Within 24 hours of intake into ISAP or change in supervisory stage	Daily/as required
A0005	Develop Individual Service Plan for Each Participant	5.2.4	Prior to end of Participant's Orientation Interview (see item A0004)	Monthly
A0006	Conduct Face- to-Face Interviews with Participants	5.2.4.1 through 5.2.4.4.1	In accordance with the Daily Schedule described in SOW Section 5.2	Daily, as required
A0007	Conduct Electronic Monitoring (EM) of Participants	5.2.4.6	As required in SOW Section 5.2.4.6	24 hours per day/7 days per week, 365 days per year
A0007A	Maintain EM Equipment Inventory	Appendix C	As required in SOW Appendix C	As required to fulfill SOW requirements
A0008	Provide Translator Services	5.2.4.8	As necessary in accordance with SOW Section 5.2 requirements	Monthly

Table 2: ISAP II Contract Deliverable Requirements

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0009	Develop and Enforce Contractor Employee Standards of Conduct	6.2.4	See RFP Section L	Update annually within 60 days of exercising option or at direction of CO; enforce 365 days per year, 7 days per week, 24 hours per day.
A0010	Submit Daily Emergency Reports	7.1.1	Daily, as required	Revise format and content as required by the COTR and approved by the CO
A0011	Submit Daily Reports of Participant Counts by Site	7.1.2	Daily by 5:00PM Eastern Time	Revise format and content as required by the COTR and approved by the CO
A0012	Submit Weekly Termination Summary Report	7.1.3	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0013	Submit Weekly Court Appearance Summary Report	7.1.4	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0014	Submit Weekly Average Daily Cost and Average Length in Program Report	7.1.5	Weekly by Monday 10:00AM for the previous week	Revise format and content as required by the COTR and approved by the CO
A0015	Submit Monthly Program Progress Report	7.1.6	Monthly by the fifth business day of the next month	Revise format and content as required by the COTR and approved by the CO
A0016	Submit Quarterly Program Report	7.1.7	Quarterly by the fifth business day of the first month of the next quarter	Revise format and content as required by the COTR and approved by the CO

Table 2 (Continued): ISAP II Contract Deliverable Requirements

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0017	Submit Annual Program Report	7.1.8	Annually by the last business day of the month following the POP end date of the contract year	Revise format and content as required by the COTR and approved by the CO
A0018	Submit Ad Hoc Program Reports	7.1.9	Within 48 hours of COTR request	Use format and content required by the COTR
A0019	Submit DRO/Contractor Meeting Minutes	7.1.10	Within 5 business days of meeting date	Use format and content required by the COTR at time of request

Table 2 (Continued): ISAP II Contract Deliverable Requirements

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES IN FULL TEXT:

52.246-4 Inspection of Services -- Fixed-Price (Aug. 1996)

- (a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may ~
 - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) Terminate the contract for default.

(End of Clause)

SECTION G: CONTRACT ADMINISTRATION DATA

Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 03/20/2008 and pertains to all invoices submitted on that date and thereafter. Please also reference Section 7.1.11 of Schedule C – Statement of Work for Invoice Details.

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

a. By mail: DHS,ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FHQ-CED Williston, VT 05495-1620

or

b. By facsimile (fax) at: 80	2-288-7658 (include a cover sheet	with point of contact &# of p</th><th>pages)</th></tr><tr><th>ಥೀ(ಕ),ರು(೧೯೮<mark>೧: By e-mail at:</mark></th><th>@dhs.gov</th><th></th><th></th></tr></tbody></table>
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Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 52.216-18 -- Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through expiration of the contract period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

H.2 52.216-19 -- Order Limitations (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of the contract period of performance ceiling price for the contract year in effect;
 - (2) Any order for a combination of items in excess of the contract period of performance ceiling price for the contract year in effect; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. (End of Clause)

H.3 52.216-21 -- Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and
- Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 19 July 2014. (End of Clause)

H.4 Procedure for Activation of Additional ISAP II Field Office/Sub-Office Locations

In accordance with Appendix B (Nationwide Program Expansion Requirements) of the Statement of Work (SOW), it is the Government's intent to expand its ISAP coverage to additional DRO Field Office and Sub-Office locations under the ISAP II contract through the establishment of new contractor facilities and assignment of contractor personnel working on-site at government facilities. The awardee shall be notified in writing of the Government's intent to open a new ISAP II Field Office or Sub-Office location(s). This authorization letter shall be signed by the ISAP II Contracting Officer and issued to the ISAP II Program Director and/or Deputy Program Director. It should be noted that the designated field office and/or suboffice location(s) may require "Contractor Site" or "Government Site" services. The awardee shall have no more than thirty (30) calendar days (for "Government Site" locations) and no more than sixty (60) calendar days (for "Contractor Site" locations) from receipt of the letter to commence ISAP II services and fulfill all SOW requirements at the specific field office and/or sub-office location(s) identified therein. The awardee must be prepared with sufficient staff and equipment to provide ISAP II services for the full (i.e. maximum) number of anticipated ISAP II participant slots for that location as listed in Table B-2 and B-2a of Appendix B. Each written authorization letter issued by the Government is not a task order, and therefore, shall not have any funding associated with it. All funding for ISAP II services shall be awarded against the resultant award on an annual basis via task orders. These annual task orders shall be incrementally funded, as needed, by CLIN and/or SLIN for the various levels of supervision and EM-Only services.

SECTION I: CONTRACT CLAUSES

PROVISIONS AND CLAUSES INCLUDED BY REFERENCE:

52 202 1	D. C. iniana (Ind. 2004)
52.202-1	Definitions (July 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Apr 2008)
52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)
52.204-10	Reporting Subcontract Awards (Sep 2007)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred,
	Suspended, or Proposed for Debarment (Sep 2006)
52.215-2	Audit and Records Negotiation (Jun 1999)
52.215-8	Order of Precedence Uniform Contract Format (Oct 1997)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.219-9	Small Business Subcontracting Plan -Alternate II (Oct 2001) (April 2008)
52.219-16	Liquidated Damages Subcontracting Plan (Jan 1999)
52.219-28	Small Business Program Representations (May 2004)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other
*	Eligible Veterans (Sep 2006)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other
	Eligible Veterans (Sep 2006)
52.222-50	Combating Trafficking in Persons (Aug 2007)
52.223-6 -	Drug-Free Workplace (May 2001)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restriction on Certain Foreign Purchases (Jun 2008)
52.227-14	Rights in Data General (Dec 2007)
52.228-5	Insurance Work on a Government Installation (Jan 1997)
52.229-3	Federal, State, and Local Taxes (Apr 2003)
52.232-1	Payments (Apr. 1984)
52.232-8	Discounts for Prompt Payment (Feb 2002)
52.232-17	Interest (Oct 2008)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2003)
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)
52.233-1	Disputes (July 2002)
52.233-3	Protest after Award (Aug. 1996)
52.233-4	Applicable Law For Breach Of Contract Claim (OCT 2004)

52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug. 1996)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop-Work Order (Aug. 1989)
52.243-1	Changes Fixed Price - Alternate III (Apr 1984) (Aug 1987)
52.245-1	Government Property - Alternate I (Jun 2007)
52.245-9	Use and Charges (Jun 2007)
52.246-20	Warranty of Services (May 2001)
52.246-25	Limitation of Liability – Services (Feb 1997)
52.249-14	Excusable Delays (Apr 1984)

PROVISIONS AND CLAUSES IN FULL TEXT:

52.203-13 -- Contractor Code of Business Ethics and Conduct. (Dec 2008)

(a) Definitions. As used in this clause—

"Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

"Full cooperation"—

- (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
- (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—
- (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or
- (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and
- (3) Does not restrict a Contractor from—
- (i) Conducting an internal investigation; or
- (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment; and similar positions).
- "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.
- "Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.
- "United States," means the 50 States, the District of Columbia, and outlying areas.
- (b) Code of business ethics and conduct.
- (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—
- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.
- (2) The Contractor shall—
- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
- (3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—
- (A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act

- request, <u>5 U.S.C.</u> Section <u>552</u>, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.
- (iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument

intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

- (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:
- (1) An ongoing business ethics awareness and compliance program.
- (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.
- (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.
- (2) An internal control system.
- (i) The Contractor's internal control system shall—
- (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
- (B) Ensure corrective measures are promptly instituted and carried out.
- (ii) At a minimum, the Contractor's internal control system shall provide for the following:
- (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
- (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.
- (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—
- (1) Monitoring and auditing to detect criminal conduct;
- (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
- (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.
- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OlG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud,

conflict of interest, bribery, or gratuity violations found in Title <u>18 U.S.C.</u> or a violation of the civil False Claims Act (<u>31 U.S.C. 3729-3733</u>).

- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OlG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) Subcontracts.
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer. (End of clause)

52.203-14 - Display of Hotline Poster(s) (Dec 2007)

- (a) Definition.
- "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.
- (b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—
 - (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
 - (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
 - (3) Any required posters may be obtained as follows:

Poster(s) Obtain from

Department of Homeland Security Office of Inspector General Hotline Poster

Department of Homeland Security

Washington, DC 20528

Attn: Office of Inspector General, Hotline

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).) The poster may be located and downloaded from:

http://www.dhs.gov

	DHS Office of Inspe	ctor General Hotline may	<i>i</i> be located at:
(b)(6),(b)(7)(C)	http://www.dhs.gov		or email:
(b)(6),(b)(7)(C)		@dhs.gov, or DHS OIG H	otline at (800) 323-8603

- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

(End of clause)

52.217-8 -- Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days prior to the end of the contract period. (End of Clause)

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 sixty (60) days prior to the end of the contract period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (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 sixty-six (66) months. (End of Clause)

52.222-39 – Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (Dec 2004) (a) Definition. As used in this clause--

- "United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to-
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States. (End of Clause)

52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond the contract year in effect. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond the contract year in effect until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. (End of Clause)

52.244-2 -- Subcontracts (June 2007)

(a) Definitions. As used in this clause—

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with <u>Part 44</u> of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR <u>Subpart 2.1</u>, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR $\underline{15.404.4}(c)(4)(i)$.
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e)	of this clause do not apply to the following subcontracts, which were evaluated
during negotiations:	
	<u> </u>
	(End of clause)

52.249-2 -- Termination for Convenience of the Government (Fixed-Price) (May 2004)

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the Government --

- (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
- (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor
 - (i) is not required to extend credit to any purchaser and
 - (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

- (f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by
 - (1) the amount of payments previously made and
 - (2) the contract price of work not terminated.

The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

- (g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:
 - (1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of --

- (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(l) of this clause;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including --
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted --
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)

- (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes

all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. (End of Clause)

52.249-8 -- Default (Fixed-Price Supply and Service) (Apr 1984)

(a)

- (1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to --
 - (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
 - (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
 - (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).
- (2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
 - (1) acts of God or of the public enemy,
 - (2) acts of the Government in either its sovereign or contractual capacity,
 - (3) fires,
 - (4) floods,
 - (5) epidemics,
 - (6) quarantine restrictions,
 - (7) strikes,
 - (8) freight embargoes, and
 - (9) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any
 - (1) completed supplies, and
 - (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract.

Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.
- (h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract. (End of Clause)

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.dtic/mil/fars or http://www.arnet.gov/far (End of Clause)

3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JUN 2006)

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

- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (1) Within SIXTY (60) days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
 - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
 - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.
- (c) Examples of tasks that require security provisions include-
 - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
 - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation. (End of clause)

3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

- (a) Sensitive Information, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
 - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized

official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources. (End of clause)

ALTERNATE I (JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - (3) The waiver must be in the best interest of the Government.
- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer. (End of Clause)

3052,209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

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

- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.
 - (1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
 - (2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
 - (3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) warrants;
 - (ii) options;
 - (iii) contracts to acquire stock;
 - (iv) convertible debt instruments; and
 - (v) others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]: _ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

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

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

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

3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change. The Key Personnel or Facilities under this Contract are: Program Director and Deputy Program Director. (End of clause)

3052.219-70 SMALL BUSINESS SUBCONTRACTING PLAN REPORTING (JUN 2006)

- (a) The Contractor shall enter the information for the Subcontracting Report for Individual Contracts (formally the Standard Form 294 (SF 294)) and the Summary Subcontract Report (formally the Standard Form 295 (SF-295)) into the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov.
- (b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9. (End of clause)

3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes. (End of clause)

3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

If the Contracting Officer notifies the Contractor in writing that a strike or picketing: (a) is directed at the Contractor or subcontractor or any employee of either; and (b) impedes or threatens to impede access by any person to a DHS facility where the site of the work is located, the Contractor shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the use of other available judicial or administrative remedies. (End of clause)

3052.228-70 INSURANCE (DEC 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c). (End of clause)

3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

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

3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

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

3052.245-70 GOVERNMENT PROPERTY REPORTS (JUN 2006)

- (a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- (b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property. (End of clause)

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	and report IS Supervision (or shall administer, monitor, track, SAP II participants in the Pre-Order (PRE) stage in accordance with 1.3.1 of the SOW.				
	CLIN 1002A O	1 NTE Amount:				
	(Option Line 05/19/2010	Item)				
)	Accounting In	nfo:				
]			
			}			
	Funded: \$0.00	J				
	Continued	•				
	1					
NSN 7540-01-15	2-8067					OPTIONAL FORM 336 (4-88) Sponsored by GSA

INC. OF OFFERDR OR COMPACTOR	HSCECR-09-D-00002				9 111
NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED					
TEM NO.	SUPPLIES/SERVICES	QUANTI	TINU Y	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
Post-Order Started Unit Properties The unit DEAL The Contracted and report Is Supervision Section 5.2.4	ppervision (POST) rice rice represents a Participant Day or shall administer, monitor, SAP II participants in the Pos (POST) stage in accordance with 4.3.2 of the SOW. Y 1 NTE Amount: Item)	y (PD) track, st-Order	(D)	(E)	(F)
Fixed Unit P. The unit DEAF The Contracte and report I. Period Super	d Supervision (Appeal)	track, peal		·	(b) (c)
	Y 1 NTE Amount: Item)				
Fixed Unit P The unit DEA The Contract and report I POCR-Reasona in accordanc	bly Foreseeable Removal (RFR) rice I represents a Participant Da or shall administer, monitor, SAP II participants in the bly Foreseeable Removal (RFR) e with Section 5.2.4.3.4 of t	y (PD) track, stage			(b)(-)

CONTINU	SATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002				10	Î 111
NAME OF OFF	EROR OR CONTRACTOR					1	<u> </u>
BI INCOR	PORATED		QUANTITY	lr. I	UNIT PRICE	 -	AMOUNT
ITEM NO. (A)		SUPPLIES/SERVICES (B)	(C)	(D)	(E)		(F)
b(a)	 		137	+ +		 	
	(Option Line	Item)		, 1			
	05/19/2010						
	Accounting Ir	afo:					
b)(7)(E)				1			
	11						
	Funded: \$0.00)					
1002E	POCR-Non-Fore	eseeable	<u> </u>				0. o ⊕⊕
10022	Removal (NFR)		1	Π			
	Fixed Unit Pr	rice I represents a Participant Day (PD)		1			
	I THE UNITE DEAL	represents a rarelespane bay (re)					
	T .	or shall administer, monitor, track	<i>'</i>				
		SAP II participants in the esseeable Removal (NFR) stage in					
	accordance w	ith Section 5.2.4.3.5 of the SOW.					
	CLIN 1002E O	1 NTE Amount:					
b)(-)			İ		•		
	(Option Line 05/19/2010	Item)					
(b)(7)(E)	Accounting I	nfo:	,				
]				
	Funded: \$0.00	0					
1003	ELECTRONIC MO ITEMS (SLINS	ONITORING (EM) SUB-CONTRACT LINE		EA			0.0
	Monitoring () GPS/A, or GPS Supervision participant	or shall provide Electronic EM) services where EM (i.e. TR, S/P) is used in conjunction with a SLIN OR as the sole means of supervision (i.e. EM-Only). EM 11 be provided under SLINs 1003A, 003C.					
	I -						
(b)(7)(E)	Accounting I	nfo:					
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NSN 7540-01-15	2-8067					OPTIONAL F Sponsored b FAR (48 CFF	

CONTINU	JATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002					PAGE OF	Ì
NAME OF OFF	EROR OR CONTRACTOR					· <u></u>	111	_
	RPORATED						- - -	
ITEM NO.		SUPPLIES/SERVICES		QUANTITY	1 ł	UNIT PRICE	AMOUN	
(A)		(B)		(C)	(D)	(E)	(F)	
(b)(7)(E)								
	Funded: \$0.00							
			г	<u> </u>		_	_{	⊕⊝.00
1003A	EM Telephonic Fixed Unit Pr	Reporting (TR)	L	:	П			0.00
	The unit □EA□	represents a Participant Day (F	D}		Hi			
	The Contracto	r shall administer, monitor, tra	ck,					
	and report IS	AP II participants placed in EM	TR	1				
		n accordance with Section 5.2.4. C (Detailed Electronic Monitoria						
		ecifications) of the SOW.	,		1			
	CLIN 1003A OY	1 NTE Amount:						
(b)(4)								
	(Option Line 05/19/2010	Item)		ł]	
		-			1 1			
(b)(7)(E)	Accounting In	ifo:	\neg					
					1 1			
	Funded: \$0.00							
				1 1	1 1		-1	(b)(4)
1003B	EM Global Pos Fixed Unit Pr	sitioning System/Active (GPS/A) sice		ן נ	1 1			
		represents a Participant Day (PD)	,			-	
	The Contracto	or shall administer, monitor, tra	ick,					
	and report IS	SAP II participants placed in EM						
		sion in accordance with Section appendix C (Detailed Electronic						
		echnology Specifications) of the	sow.					
	CLIN 1003B O	1 NTE Amount:			1			
(b)(4)					1			
	(Option Line 05/19/2010	Item)			1			
	00,13,1010				1 1			
(b)(7)(E)	Accounting In	nfo:	\neg		1 1			
*					1 1			
	Funded: \$0.00)						
							_	4nco
1003C	EM Global Pos Fixed Unit Po	sitioning System/Passive (GPS/P)	l	1	1 1			(b)(-) 0.0 (
		represents a Participant Day (PD)				-	
	Continued						1	
	Jonesiiaea	•						
NSN 7540-01-1					1		OPTIONAL FORM 336 (4	-86}
							Sponsored by GSA FAR (48 CFR) 53.110	

CONTINU	JATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002				PAGE 12	OF 111
NAME OF OFF	EROR OR CONTRACTOR	<u> </u>			· · · ·		
BI INCOR	RPORATED	<u> </u>					
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	דואט	UNIT PRICE		AMOUNT
(A)		(B)	(C)	(D)	(E)	<u> </u>	(F)
	and report I GPS/P superv 5.2.4.6 and Monitoring T	or shall administer, monitor, traces SAP II participants placed in EM ision in accordance with Section Appendix C (Detailed Electronic echnology Specifications) of the SAME ADMINISTRATES OF THE SAME AMOUNT:	į				
	(Option Line	: Item)					
	05/19/2010 Accounting I	nfo:					
()(E)	Accountance		ן ך				
	Funded: \$0.0	0	_				
2001	1	AGEMENT - The Contractor shall					(B)(A)
	oversight, r ISAP II prog Contractor p comply with Licenses/Cer	contractual and program management eporting and quality control of the gram to include on-site and off-site personnel. ISAP II personnel shall the Education/ Training/ ctification Requirements outlined to 3 of the SOW.	he te 1	ŀ			
	CLIN 2001 OY						
	05/19/2011	: Item)					
()(E)	Accounting 1	Info:	-				
	Funded: \$0.0	00	⁻				
2002	SUPERVISION	SUB-CONTRACT LINE ITEMS (SLINs):		EA		1	0.
	and report was PRE, POST, American ISAP II Sections 5.2 requirements levels of su	cor shall administer, monitor, tra- various stages of supervision (i.e. appeal, POCR-RFR, and POCR-NFR) for participant in accordance with 2.4.2 and 5.2.4.3 of the SOW. The store each stage and corresponding apervision will be provided under 2002B, 2002C, 2002D, and 2002E.	r				
		2 Period of Performance: 1 through 19 July 2012					
							RM 338 (4-88)

CONTINU	ATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002			1311		
NAME OF OFFE	FOR OR CONTRACTOR						
BI INCOR	PORATED	<u> </u>				<u> </u>	
ITEM NO.		SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT	
(A)		(B)	(C)	(D)	(E)	(F)	
	(Option Line	Item)		l I			
	05/19/2011 (Not Separate	ale Briced					
	(NOC Separate	ery friced,					
	Accounting In	nfo:					
				1			
	Funded: \$0.00	<u> </u>		1 1			
						4.2.2	
2002A	_	pervision (PRE)	<u> </u>	т т	······································	Q -3(4)	
	Fixed Unit Pr	rice 3 represents a Participant Day (PD)		l I			
	THE WITC SEAL	, represents a rareaction of (iii)		1			
		or shall administer, monitor, track					
		SAP II participants in the Pre-Orde	er	1 1			
		(PRE) stage in accordance with				•	
	Deceron 3.2.			1 1			
	CLIN 2002A 0	Y 2 NTE Amount:				1	
		*					
	(Option Line 05/19/2011	Item)					
	**, ->, -						
-	Accounting I	nfo:	,				
E) 				1			
]				
	Funded: \$0.00	0					
2002B	Book-Andon C	upervision (POST)				<u>1</u> ⊕⊕	
20026	Fixed Unit P	-		Т			
		🖟 represents a Participant Day (PD)	1	1			
		or shall administer, monitor, track SAP II participants in the Post-Orc		1 1			
		(POST) stage in accordance with					
		4.3.2 of the SOW.					
	01 TV 0000D 0	W G NUT 3					
	CTIM 5005B 0	Y 2 NTE Amount:				- [
	(Option Line	Item)					
	05/19/2011						
Ε)	Accounting I	nio:	-	1 1			
]	[
	Funded: \$0.0	0				}	
	Continued						
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			- [] [
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CONTINU	ATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED				PAGE	OF Lust
		HSCECR-09-D-00002			<u>.</u>	14_	111
NAME OF OFFE BI INCOR!	EROR OR CONTRACTOR						
TEM NO.	- CONTROL	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	T	AMOUNT
(A)		(B)	(C)	(D)	(E)		(F)
2002C	Appeal Period	Supervision (Appeal)		1	***************************************		(
	Fixed Unit Pr	rice					
	The unit $\square EAL$	represents a Participant Day (PD)					
		or shall administer, monitor, track,		1 1			
	and report IS	SAP II participants in the Appeal		l l			
		vision (Appeal) stage in accordance 5.2.4.3.3 of the SOW.					
	with Section	5.2.4.5.5 of the 50m.		1 1			
	CLIN 2002C O	2 NTE Amount:					
	(Option Line	Thom)				1	
	05/19/2011	1 Cem)		ll			
;	Accounting In	nfo:		1 1			
						1	
			Ì	1			
	Funded: \$0.00)					
2002D	 POCR-Reasonal	oly Foreseeable Removal (RFR)					(b)(=)
	Fixed Unit P	rice	-			\top	
	The unit OEA	represents a Participant Day (PD)		1		İ	
	The Contracto	or shall administer, monitor, track,	,			İ	
	and report I	SAP II participants in the					
		bly Foreseeable Removal (RFR) stage					
	in accordance	e with Section 5.2.4.3.4 of the SOW	'		ı.		
	CLIN 2002D O	Y 2 NTE Amount:					
	(Option Line 05/19/2011	Item)					
	03/19/2011			1			
;	Accounting I	nfo:			i		
						ł	
						1	
	Funded: \$0.0	0	- 1				
2002E	POCR-Non-For	eseeahle					(b)(4) 0
2002E	Removal (NFR		Υ	T			
	Fixed Unit P	rice					
	The unit DEA	ll represents a Participant Day (PD)					
	The Contract	or shall administer, monitor, track	,	-			
	and report I	SAP II participants in the				l	
		eseeable Removal (NFR) stage in				ĺ	
	accordance w	ith Section 5.2.4.3.5 of the SOW.					
	Continued		1				
		. <u></u>	1		<u> </u>		FORM 336 (4-66)

CONTINU	JATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002			15 III	
	EROR OR CONTRACTOR		· ·			
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)		(B)	(C)	(D)	(E)	(F)
<u>—</u> e	CLIN 2002E OY	2 NTE Amount:	1			
	(Option Line : 05/19/2011	(tem)	i			
(T)(E)	Accounting In:	fo:	,			
	Funded: \$0.00		'			
2003	ELECTRONIC MOI	NITORING (EM) SUB-CONTRACT LINE :		EA		0.0
	Monitoring (Ei GPS/A, or GPS Supervision S participant s	r shall provide Electronic M) Services where EM (i.e. TR, /P) is used in conjunction with a LIN OR as the sole means of upervision (i.e. EM-Only). EM 1 be provided under SLINs 0003A, 03C.				
		f Performance: through 19 July 2012				
	(Option Line 05/19/2011 (Not Separate					
(7)(E)	Accounting In	fo:	,			
				1 1		
	Funded: \$0.00		┙┃			
2003A		Reporting (TR)	4		·	(b)(-) 0 .(
		represents a Participant Day (PD	,			
	and report IS supervision i and Appendix	r shall administer, monitor, trac AP II participants placed in EM T n accordance with Section 5.2.4.6 C (Detailed Electronic Monitoring ecifications) of the SOW.	R	i		
(3)	CLIN 2003A OY	2 NTE Amount:				
	(Option Line 05/19/2011	Item)				
	Continued					
NSN 7540-01-15	52-8067					OPTIONAL FORM 336 (4-86) Sponsored by GSA FAR (48 CFR) 53,110

CONTINU	ATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002				PAGE OF
NAME OF OFFE	EROR OR CONTRACTOR				_	
ITEM NO.	101411111	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRIČE	AMOUNT
(A)		(B)	(C)	(D)	(E)	(F)
E)	Accounting Ir	nfo:				
:	D1-1- 60 00					
:	Funded: \$0.00	,		Ш		<u> </u>
2003B	EM Global Pos Fixed Unit Pr	sitioning System/Active (GPS/A)			*	(B)(-)
	· •	represents a Participant Day (PD)				
	The Contracto	or shall administer, monitor, track,		li		
	and report IS	SAP II participants placed in EM				}
		sion in accordance with Section Appendix C (Detailed Electronic				
		echnology Specifications) of the SOW.				
	CLIN 2003B 0	2 NTE Amount:				
	(Option Line 05/19/2011	Item)				1
E)	Accounting Ir	110:				
	Funded: \$0.00					
2003C	EM Global Pos	sitioning System/Passive (GPS/P)	<u> </u>	Щ.		^{ФЖ} О. О
_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Fixed Unit Pr	cice				
	The unit DEAD	represents a Participant Day (PD)				
İ		or shall administer, monitor, track,				
	_	SAP II participants placed in EM Ision in accordance with Section				
	5.2.4.6 and A	Appendix C (Detailed Electronic				
	Monitoring Te	echnology Specifications) of the SOW.				
	CLIN 2003C ON	2 NTE Amount:				
	(Option Line	Item)				
	05/19/2011					
	Accounting Ir	nfo:				
E) 						
			}			
	Funded: \$0.00	-				
3001	CONTRACT MANA	AGEMENT - The Contractor shall				(b)(-0.0
	provide all of Continued	contractual and program management,				
ļ	oonemueu					
NSN 7540-01-152-	B067		ŀ			OPTIONAL FORM 338 (4-86)

CONTINU	ATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED			-	PAGE OF	
		HSCECR-09-D-00002				17	11
NAME OF OFFE BI INCORI	ROR OR CONTRACTOR						
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMC	UNT
(A)		(B)	(C)	(D)	(E)	(F)
	ISAP II progra Contractor per comply with the	orting and quality control of the mm to include on-site and off-site sonnel. ISAP II personnel shall be Education/ Training/ fication Requirements outlined in of the SOW.					
	CLIN 3001 OY 3	Amount:					
	(Option Line 1 05/19/2012	(tem)					
9	Accounting Inf	čo:					
	Funded: \$0.00						
3002	SUPERVISION SO	JB-CONTRACT LINE ITEMS (SLINS):		EA			0.
	and report var PRE, POST, Appeach ISAP II p Sections 5.2.4 requirements to levels of supe	c shall administer, monitor, track, cious stages of supervision (i.e. beal, POCR-RFR, and POCR-NFR) for participant in accordance with 4.2 and 5.2.4.3 of the SOW. The for each stage and corresponding ervision will be provided under 3002B, 3002C, 3002D, and 3002E.					
	Accounting In	fo:	1				
	Funded: \$0.00						
3002A	Fixed Unit Pr	ervision (PRE) ice represents a Participant Day (PD)					⊕ <u>⊕</u> 0.
	and report ISA Supervision ()	r shall administer, monitor, track, AP II participants in the Pre-Order PRE) stage in accordance with .3.1 of the SOW.					
	Continued						
			1				
NSN 7540-01-152-	\$067		1	1 1		OFTIONAL FORM 33 Sponsored by GSA FAR (48 CFR) 53.110	

	ROR OR CONTRACTOR					
	PORATED			UNIT PRICE	<u> </u>	MOUNT
EM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	(E)	1 '	(F)
(M)	CLIN 3002A OY 3 NTE Amount:		-			1-7
	(Option Line Item) 05/19/2012					
	Accounting Info:					
·						
	Funded: \$0.00					
3002B	Post-Order Supervision (POST)		<u> </u>			(b)(4)
	Fixed Unit Price	Day (DD)			\top	
	The unit DEAD represents a Participant	Day (PD)			-	
	The Contractor shall administer, monito					
	and report ISAP II participants in the Supervision (POST) stage in accordance					
	Section 5.2.4.3.2 of the SOW.					
	CLIN 3002B OY 3 NTE Amount:					
	Section to the section of the sectio					
	(Option Line Item) 05/19/2012					
	Accounting Info:					
	Funded: \$0.00					
3002C	Appeal Period Supervision (Appeal)	ÌГ				(b)(4)
	Fixed Unit Price	2 (22)			T	
	The unit DEAD represents a Participant	Day (PD)	1			
	The Contractor shall administer, monitor					
	and report ISAP II participants in the Period Supervision (Appeal) stage in a					
	with Section 5.2.4.3.3 of the SOW.					
	CLIN 3002C OY 3 NTE Amount:					
	(Option Line Item)					
	05/19/2012				1	
	Accounting Info:					
	<u> </u>					
			1 1			
	Funded: \$0.00					
	Continued				1	
			1 1		1	

I INCORPO EM NO. (A) 3002D	POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount: (Option Line Item)		(D)	UNIT PRICE (E)	AMOUNT (F)	(b) (-)
I INCORPO EM NO. (A) 3002D	SUPPLIES/SERVICES (B) POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount:	(c) 			(F)	
(A) 3002D	POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount:	(c) 			(F)	
3002D	POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount:	, E	(D)	(E)	<u> </u>	(b)(±)
	Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount:					(b (=)
	Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW CLIN 3002D OY 3 NTE Amount:			**************************************		(B)(-)
:						
	Accounting Info:					
3002€	Funded: \$0.00 POCR-Non-Foreseeable					დლბ.
	Removal (NFR) Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 3002E OY 3 NTE Amount: (Option Line Item) 05/19/2012 Accounting Info: Funded: \$0.00 ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs): The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM Continued		EA			0

Fixed Unit Price The unit DEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 3003A OY 3 NTE Amount: (Option Line Item) 05/19/2012 Accounting Info: Funded: \$0.00 BM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit UEAD represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 3003B OY 3 NTE Amount: (Option Line Item) Continued	CONTINU	ATION SHEET		PAGE OF	Ш			
MENNO. (A) SupPlessenCES (B) GEVICES Shall be provided under SLINS 0003A, 0003B, and 0003C. Option Year 3 Period of Performance: 20 July 2012 through 19 July 2013 (Option Line Item) 05/19/2012 (Not Separately Priced) Accounting Info: Funded: \$0.00 3003A EM Telephonic Reporting (TR) Fixed Unit Price The unit CERU Terpesents a Participant Day (FD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the 30M. CLIN 3003A OY 3 NTE Amount: (Option Line Item) 03/19/2012 Accounting Info: Funded: \$0.00 BM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit DEAD represents a Participant Day (FD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GRS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOM. CILN 3003B OX 3 NTE Amount: (Option Line Item) Continued	NAME OF OFFE	EROR OR CONTRACTOR		_				
services shall be provided under SLINs 0003A, 0003B, and 0003C. Option Year 3 Period of Performance: 20 July 2012 through 19 July 2013 (Option Line Item) 05/19/2012 (Not Separately Priced) Accounting Info: Funded: \$0.00 2M Telephonic Reporting (TR) Fixed Unit Price The unit URAU represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 3003A OY 3 NTE Amount: (Option Line Item) 05/19/2012 Accounting Info: Funded: \$0.00 3003B EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit URAU represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GRS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 3003B OY 3 NTE Amount: (Option Line Item) Continued	BI INCOR	PORATED						••
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(Option Line Item) Continued		and report IS GPS/A supervi 5.2.4.6 and A Monitoring Te	AP II participants placed in EM sion in accordance with Section ppendix C (Detailed Electronic chnology Specifications) of the S					
ACTIONAL FORM STRIKE		1 -						
	NSN 7540-01-15	2 0007				<u> </u>	OPTIONAL FORM	336 (4-66)

CONTINU	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002					PAGE OF
NAME OF OFFI	EROR OR CONTRACTOR					21 111
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ITEM NO.		SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT
(A)		(B)	(C)	(D)	(E)	(F)
	05/19/2012					
)(T)(E)	Accounting In	fo:	\neg \Box	1		
	Funded: \$0.00		_			
3003C	Fixed Unit Pr	itioning System/Passive (GPS/P) ice represents a Participant Day (P	D)			⊕::€0.0
	The Contracto and report IS GPS/P supervi 5.2.4.6 and A	or shall administer, monitor, tra AP II participants placed in EM sion in accordance with Section appendix C (Detailed Electronic acchnology Specifications) of the	ck,			
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	(Option Line 05/19/2012	Item)				
O(T)(E)	Accounting In	fo:	$\neg \mid$			
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4001	ļ		_			
4001	provide all coversight, realist programmer of the contractor per comply with the comply with the comple of the completon of the com	GEMENT - The Contractor shall contractual and program managemen porting and quality control of them to include on-site and off-site sonnel. ISAP II personnel shall he Education/ Training/cification Requirements outlined of the SOW.	he te 1			
)(-)	CLIN 4001 OY					
••••	(Option Line 05/19/2013	Item)				
O(T)(E)	Accounting In	fo:	1			
]			
	Funded: \$0.00					
4002	SUPERVISION S Continued	UB-CONTRACT LINE ITEMS (SLINS):		EA		0.0
NSN 7540-01-152						OPTIONAL FORM 336 (4-88)

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NAME OF OFFE	ROR OR CONTRACTOR		<u>-</u>		·	
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TEM NO.		SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMQUNT
(A)	<u>-</u>	(B)	(C)	(Q)	(E)	(F)
	and report von PRE, POST, And each ISAP II Sections 5.2 requirements levels of supplies 1002A, Option Year	ely Priced)				
4002A	Fixed Unit P The unit OEA The Contract and report I Supervision	pervision (PRE)	:,			⊕;÷ì 0 .
)	(Option Line 05/19/2013]			
	Funded: \$0.0		´			b (c)
4002B	Fixed Unit E The unit GEA The Contract and report I Supervision	represents a Participant Day (PD) or shall administer, monitor, track SAP II participants in the Post-Ord (POST) stage in accordance with 4.3.2 of the SOW.	ς,			(\$r,-)
NSN 7540-01-152	2-6067			1		OPTIONAL FORM 336 (4-58) Sponsored by GBA

		REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002				PAGE 23	OF III
VAME OF OFF	EROR OR CONTRACTOR	<u></u>				1 23	1 1.1
BI INCOR	PORATED	<u></u>					
ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
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	CLIN 4002B OY	4 NTE Amount:	}				
	(Option Line	T+on)		i !			
	05/19/2013	r cela)					
E)	Accounting In	fo:					
	Funded: \$0.00						
4002C	Appeal Period Fixed Unit Pr	Supervision (Appeal)					(t)(=)
		represents a Participant Day (PD)					
		r shall administer, monitor, track,					
		AP II participants in the Appeal ision (Appeal) stage in accordance	1			İ	
		5.2.4.3.3 of the SOW.					
	CLIN 4002C OY	4 NTE Amount:					
	(Option Line 05/19/2013	Item}					
	•	<i>5</i>					
Œ)	Accounting In	110:					
	Funded: \$0.00						
4002D	POCR-Reasonat	ly Foreseeable Removal (RFR)					(b)(4)
	ł .	represents a Participant Day (PD)					
		r shall administer, monitor, track,		li			
		AP II participants in the ly Foreseeable Removal (RFR) stage					
		with Section 5.2.4.3.4 of the SOW.					
	CLIN 4002D OY	4 NTE Amount:					
	(Option Line	Thom)					
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Œ)	Accounting In	fo:					
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CONTINU	ATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002				PAGE 24	111 ot
NAME OF OFFE	ROR OR CONTRACTOR	"				•	_
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ITEM NO.		SUPPLIES/SERVICES	QUANTITY		UNIT PRICE		AMOUNT
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4002E	POCR-Non-Fore						^{Ф)(-} о.
	Removal (NFR)					ı	
	Fixed Unit Pr	nce represents a Participant Day (PD)			1	
1			Ì	1			
		or shall administer, monitor, tr	ack,			1	
		SAP II participants in the esceable Removal (NFR) stage in					
1		th Section 5.2.4.3.5 of the SOW					
	CLIM 4002F ()	4 NTE Amount:					
	CHIN 4002B C	A MIE AMOUITC.					
	(Option Line	Item)	ł				
	05/19/2013						
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			┙ ┃				
	Funded: \$0.00	,					
4003	ELECTRONIC MO ITEMS (SLINS)	ONITORING (EM) SUB-CONTRACT LINE ::	•	EA			0.
	Monitoring (I GPS/A, or GPS Supervision S participant S	or shall provide Electronic EM) Services where EM (i.e. TR, 6/P) is used in conjunction with SLIN OR as the sole means of supervision (i.e. EM-Only). EM 11 be provided under SLINS 0003F					
		4 Period of Performance: through 19 July 2014					
	(Option Line					j	
	05/19/2013					1	
	(Not Separate	ely Priced)				1	
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4003A	EM Telephoni	c Reporting (TR)					(b)(3) 0.
	Fixed Unit P					-	
	The unit OEA	represents a Participant Day	(PD)			ĺ	
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NAME OF OFF	EROR OR CONTRACTOR				
BI INCOR	PORATED	1	 -		
ITEM NO.	. SUPPLIES/SERVICES	QUANTITY	1 1	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
_	The Contractor shall administer, monitor, track,				
	and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6				
	and Appendix C (Detailed Electronic Monitoring		1 1		
	Technology Specifications) of the SOW.		1 1		
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a	CLIN 4003A OY 4 NTE Amount:	i			
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	(Option Line Item) 05/19/2013				
	03/13/2013				
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4003B	EM Global Positioning System/Active (GPS/A)	[(b)(d)
	Fixed Unit Price		lΙ		
	The unit DEAD represents a Participant Day (PD)	1	1 1		
	Mb. Controlly administrate manifest twools				
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM				
	GPS/A supervision in accordance with Section				
	5.2.4.6 and Appendix C (Detailed Electronic				
	Monitoring Technology Specifications) of the SOW.				
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b)(=)	CLIN 4003B OY 4 NTE Amount:		1 1		
	(Option Line Item)				Į.
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4003C	EM Global Positioning System/Passive (GPS/P)	Ļ			^{⊕;⊕} ;0.0
	Fixed Unit Price The unit DEAD represents a Participant Day (PD)		1 1		
	The unit dand represents a rareterpant day (rb)	-			
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants placed in EM				
	GPS/P supervision in accordance with Section	1			
	5.2.4.6 and Appendix C (Detailed Electronic	1	1 1		
	Monitoring Technology Specifications) of the SOW.		1 1		
	CLIN 4003C OY 4 NTE Amount:				
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NSN 7540-01-15	2-5067				OPTIONAL FORM 336 (4-88) Sponsored by GSA
					FAR (48 CFR) 63.110

CONTINI	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002	PAGE OF
	EROR OR CONTRACTOR	
ITEM NO.	RPORATED SUPPLIES/SERVICES	QUANTITY UNIT UNIT PRICE AMOUNT
(A)	(B)	(C) (D) (E) (F)
	(Option Line Item)	
	05/19/2013	
	Accounting Info:	
E)		\neg \mid \mid \mid \mid
	Funded: \$0.00	─
	PLEASE NOTE THE FOLLOWING:	
	1. This award incorporates BI Incorporated	lis
	proposal dated May 18, 2009 to include the	
	Staffing Plan, the individual Subcontracting Plan, and all Operations Plans.	g
	Plan, and all Operations Flans.	1 1
	2. This award is an Indefinite	
	Delivery-Requirements (ID-R) contract. The Government has provided estimated, maximum	
	quantities of participant days (PDs) for ea	
	Supervision and EM SLIN in each contract ye There will be no minimum number of guarante	
	PDs.	
		_
	3. The Government will only pay for each a managed by BI in each SLIN, along with the	
	monthly price for contract program management	1 1 1
	4. The total amount for each SLIN, in any	1
	contract year, represents the total not-to-	exceed
	amount. The contractor exceeds these amount	nts at
	its own risk.	ļ
	5. The total contract ceiling will be the	
	cumulative price of all CLIN/SLINs reference herein for any contract period.	ced
	netern for any concract period.	
	6. The Government reserves the right to es	1 1 1
	the estimated number of PDs in any particular stage within the overall contract annual contrac	
	7. Task Orders will be issued on an annual against Contract HSCECR-09-D-00002 to	basis
	incrementally fund ISAP II services.	
	The total amount of award: \$372,814,176.80	. The
	obligation for this award is shown in box	

NSN 7540-01-152-6087

	NT OF SOLICITATION/MODIFIC	CATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMEN	VT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	Things to the to	08/04/2009		
6. ISSUED BY	CODE		7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
Immigrat Office of 80° I St	pliance & Removal/Contion and Customs Enfo of Acquisition Manage treet NW, ton DC 20536	orcement	ICE/Compliance & Remove Immigration and Customs Office of Acquisition 1 801 I Street NW.	s Enforcement
			Washington DC 20536	
BI INCOR 6400 LOO	ADDRESS OF CONTRACTOR (No., street) REPORATED OKOUT ROAD CO 803013377	N. county. State and 21P Code)	(x) 9A. AMENDMENT OF SOLICITATION NO 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/OF	
			HSCECR-09-D-00002	
CODE OO	41.000000000	TFACILITY CODE	07/17/2009	
	41609590000		DAMENDMENTS OF SOLICITATIONS	
See Sche	13. THIS ITEM ONLY APPLIES TO		ERS. IT MODIFIES THE CONTRACT/ORDER NO	
CHECK ONE	A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) Th	HE CHANGES SET FORTH IN ITEM 14 ARE MA	DE IN THE CONTRACT
			T THE ADMINISTRATIVE CHANGES (such as o JTHORITY OF FAR 43.103(b).	thanges in paying office,
	C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT TO	AUTHORITY OF:	
	D. OTKER (Specify type of modification	n and authority)		
х	FAR 52.233-3 - Prot	est After Award (Aug	1996)	
E. IMPORTANT	17: Contractor ∑is not,	is required to sign this document a	and return copies to th	e issuing office.
	tion of amendmentamodification aber: 094160959	I (Organized by UCF section headings,	including solicitation/contract subject matter who	re feasible.)
l. Purs	suant to FAR Clause	52.233-3 - Protest A	HSCECR-09-D-00002 IS AS fter Award (Aug. 1996),	BI Incorporated is
_	•		support of this contrac	τ.
c. WII	POCs associated with	n this contract modi	fication are as follows:	
3. The	ed			
3. The Continue		the document referenced in Item 9A or 1	10A, as heretofore changed, remains unchanged	and in full force and effect.
3. The Continue Except as prov 15A NAME AN		the document referenced in Item 9A or 1	10A, as heretofore changed, remains unchanged 16A. NAME AND TITLE OF CONTRACTIN	
3. The Continue Except as prov	vided herein, all terms and conditions of ND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTIN	G OFFICER (Type or print)
3. The Continue Except as prov 15A NAME AN	wided herein, all terms and conditions of	the document referenced in Item 9A or 1	16A NAME AND TITLE OF CONTRACTIN	

CONTINUAT	ION SHEET				PAGE	OF
	ION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00001				2	2
I INCORPO	R OR CONTRACTOR RATED					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE		UNT
(A)	(B)	(C)	(D)	(E)	•	F)
)(C)	Contracting Officer - (202)					
7.3	32-					
)(C)	ISAP II Contracting					
	ficer/Deputy Assistant Director - (202)					
(C)	Contract Specialist -					
	Contract specialist -	1				
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NSN 7540-01-152-8087

AMENDMENT OF SOLICITATION	ON/MODIFICATION OF CONTR	ACT	1. CONTRACT ID CODE	PAGE OF PAGES
			PER HOMOHOUSE PAGE 110	1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4.1	REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002 3. ISSUED BY	11/06/2009 CODE TOF/CR/COMP	7 7 7	ADMINISTERED BY (If other than item 6)	CODE ICE/CR/COMPLIANCE
CE/Compliance & Rem immigration and Cust Office of Acquisition	noval/Compliance coms Enforcement on Management	I I	CE/Compliance & Removal mmigration and Customs ffice of Acquisition Ma	/Compliance Enforcement nagement (%)
Washington DC 20536			ttn:	(b)(6),(
MANE AND ADDRESS OF CONTRA	CTAD (No. climat county State and 7/D Con		ashington DC 20536 BA AMENDMENT OF SOLICITATION NO.	
I INCORPORATED 400 LOOKOUT ROAD OULDER CO 803013377	CTOR (No., street, county, State and ZIP Cox	(x)	98. DATED (SEE ITEM 11)	
		x	10A MODIFICATION OF CONTRACT/ORDI HSCECR-09-D-00002	ER NO.
			108. DATED (SEE ITEM 13)	·
O941609590000	FACILITY CODE		07/17/2009	
	11. THIS ITEM ONL	Y APPLIES YO AME	NOMENTS OF SOLICITATIONS	
CHECK ONE A. THIS CHANGE ORD ORDER NO. IN ITEM	DER IS ISSUED PURSUANT TO: (Specif of 10A.	y authority) THE CH	T MODIFIES THE CONTRACT/ORDER NO. AS	IN THE CONTRACT
<u>^</u> .]	ENED CONTRACT/ORDER IS MODIFIE (b) SET FORTH IN ITEM 14, PURSUAL AL AGREEMENT IS ENTERED INTO P		ADMINISTRATIVE CHANGES (such as char RITY OF FAR 43.103(b). RORITY OF:	nges in paying office,
D. OTHER (Specify typ)	e of modification and authority)	<u> </u>		
IMPORTANT: Confractor	X is not is required to sign to	his document and ret	um 0 copies to the is	Suing office
4. DESCRIPTION OF AMENDMENT			ing solicitation/contract subject matter where fi	
UNS Number: 094160	959		ECR-09-D-00002 IS AS FO	
. To lift the stop 2.233-3 - Protest A	work order issued o fter Award (Aug. 199	n August 4 6).	, 2009 in accordance wi	th FAR Clause
. To authorize BI ovember 6, 2009.	Incorporated to resu	me all wor	k in support of ISAP II	effective
. To provide forma a) restructure the postinued	l notification that period of performanc	an adminis e of the I	trative modification is SAP II contract and any	forthcoming to associated task
xcept as provided herein, all terms and	conditions of the document referenced i	in Item 9A or 10A, as	heretofore changed, remains unchanged and	in full force and effect
sa name and title of signer (7)	ype or print)	10	SA. NAME AND TITLE OF CONTRACTING O	FFICER (Type or print)
58. CONTRACTOR/OFFEROR	15C D	ATE SIGNED		16C. DATE SIGNED
(Signature of person authorize	od la sign)			11/6/09
ISN 7540-01-152-8070				STANDARD FORM 30 (REV. 10-83)
Provious edition unusable				Prescribed by GSA FAR (48 CFR) 53.243

		PAGE	OF
CONTINUATION SHEET	HSCECR-09-D-00002/P00002	2	2

NAME OF OFFEROR OR CONTRACTOR

RΤ	TNC	OD.	ם דית	חה

NSN 7540-01-152-8067

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	orders, and (b) to provide funding against the		11		
	task order for the performance of ISAP II	1			
	services.	!	ΙI		
	5. All other terms and conditions remain	1	ΙI		
	unchanged.		ΙI		
	6. The POCs associated with this contract		ΙI		
	modification are as follows:		1 1		
			1 1	1	
(ቴ)(₹)(C) ቴъ(≂)(C)	Contracting Officer - (202)				
(D)(7)(C)	732 and	•	1		
(D)(T)(C)		-	1 1		
(b)(7)(C)	(202) 732- Contract Specialist -	1	H		
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	Period of Performance: 07/20/2009 to 07/19/2014				
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AMENDMENT OF SOLICITATION/MC		L OF OUR PROPERTY OF THE PARTY	5 PROJECT NO (Il applica: 6)	-
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	A. REQUISITION/FURCIASE REG. NO	5 РКОЛЕСТ МО (и арржев: бу	
P00003	11/06/2009 CODE TOE/CR/COMPLIANCE	7 ADMINISTERED BY (If office than flem 6)	CODE ICE/CR/COPPLIAN	
	TORY CRY COME BEARINGS	<u></u>	2047 017 301 221	<u>-:</u>
ICE/Compliance & Removal	/Compliance	ICE/Compliance & Remov Immigration and Custom		
Immigration and Customs Office of Acquis <u>ition Ma</u>		Office of Acquisition		
801 I Street NW,	1	801 I Street NW.		(b)(6
Washington DC 20536		Attn:		
		Washington DC 20536		
NAME AND ADDRESS OF CONTRACTOR (A	No., street, county, State and ZIP Code)	(x) BA AMENDMENT OF SOLICITATION N	0	
BI INCORPORATED				
400 LOCKOUT ROAD		98) DATED (SEE ITEM 11)		
OULDER CO 803013377				
		10A MODIFICATION OF CONTRACTIO	ROER NO.	-
		N HSCECR-09-D-00002		
		IOH DATED (SEE ITEM 13)		
	Vicenta Property			
Come 0941609590000	PACILITY CODE	07/17/2009		
		TO AMENUMENTS OF SOLICITATIONS		
The arrove rembered solublion is emercial	os soi torth of Born 14. The hour tard date :	specified for recorpt of Offers in the solicitation or an invanidad, by one of the follow	is pakadad, is not extended was inethods: (a) the contribute	
home 0 and 15, and refugence	copies of the enjoydment; (b) By other	vantedging receipt of the tenendment on each copy	of the ollor submitted; or (c) thy	
	element to the articipation and amoralment	numburs. FAILURE OF YOUR ACKNOWLEDGEM	EN1 10 BE RECEIVED AT	
THE REPORT OF THE PROPERTY OF	ωτ ος οκέκος βίλιος το THE HOUR Α	ND DATE SPECIFIED MAY RESULT IN REJECTION BY BE MADE BY telegran or failer, provided out hit	IN OF YOUR OFFERS R BY	
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ACCOUNTING AND APPROPRIATION DAT		<u>-</u>		
See Schedule				
13. TIUS ITEM ONLY APPLIE	ES TO MODIFICATION OF CONTRACTS/O	RDERS. IT MODIFIES THE CONTRACT/ORDER NO	D. AS DESCRIBED IN ITEM 14.	
CHECK ONE A THIS CHANGE ORDER IS IS ORDER NO. IN ITEM 10A	SSUED PURBUANT TO (Specify authority)	THE CHANGES SET FORTH IN ITEM 14 ARE M	ADE IN THE CONTRACT	
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		THE CHANGES SET FORTH IN ITEM 14 ARE MA LECT THE ADMINISTRATIVE CHANGES (such as EALTHORITY OF FAR 43, 103(u)		
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CONTINUATION SHEET	HSCECR-09-D-00002/P00003	2	1	

NAME OF OFFEHOR OR CONTRACTOR BI INCORPORATED

Base Period: 11/06/2009 - 11/05/2010 Option Yr 1: 11/06/2010 - 11/05/2011 Option Yr 2: 11/06/2011 - 11/05/2012 Option Yr 3: 11/06/2012 - 11/05/2013 Option Yr 4: 11/06/2013 - 11/05/2014 3. The period of performance for Task Order HSCECR-09-J-00040, which was issued against this umbrella contract, will be revised accordingly under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLIMs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 732 and Contract Specialist -	ITEM NO	SUPPLIES/SERVICES	PTITRADO		UNIT PRICE	AlaOuri
Option Yr 1: 11/06/2010 - 11/05/2011 Option Yr 2: 11/06/2011 - 11/05/2012 Option Yr 3: 11/06/2013 - 11/05/2013 Option Yr 4: 11/06/2013 - 11/05/2013 Option Yr 4: 11/06/2013 - 11/05/2013 3. The period of performance for Task Order HSCECR-09-3-06040, which was issued against this umbrella contract, will be revised accordingly under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other teams and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows:	(A)	(B)	(C)	(D)	(E)	(F
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HSCECR-09-J-00040, which was issued against this umbrella contract, will be revised accordingly under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The FOCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 732 and and and and and		Option Yr 4: 11/06/2013 - 11/05/2014				
HSCECR-09-J-00040, which was issued against this umbrella contract, will be revised accordingly under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The FOCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 732 and and and and and						
umbrella contract, will be revised accordingly under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other teams and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows:		3. The period of performance for Task Order				
under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: Officer/Deputy Assistant Director - (202)		HSCECR-09-5-00040, which was issued against this				
under a separate modification. 4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINs itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: Officer/Deputy Assistant Director - (202)		umbrella contract, will be revised accordingly		l		
4. There is no funding associated with this action. The total contract value for ISAP II remains unchanged. The individual CLINS itemized below are shown for administrative purposes only in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: SAP II Contracting			İ	1 1		
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in order to reflect the POP date change. 5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: ISAP II Contracting						
5. All other terms and conditions remain unchanged. 6. The POCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 232 and Contract Specialist - (202) 732 Contract Specialist - Bet 30 FOS: Destination Period of Performance: 11/06/2009 to 11/05/2014 Change Item 9061 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 0001 Base Year Amount:						
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Unchanged. 6. The POCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 732		1 111 cabou house and conditions remain				
6. The POCs associated with this contract modification are as follows: ISAP II Contracting Officer/Deputy Assistant Director - (202) 732 and			1			
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modification are as follows: ISAP II Contracting		6 The POTs associated with this contract		l l		
ISAP II Contracting Officer/Deputy Assistant Director - (202) 732 and Contract Specialist - (202) 732 Contract Specialist - (1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		İΙ		•
Officer/Deputy Assistant Director - (202) 232 and Contract Specialist - Discount Terms: Het 30 FO5: Destination Period of Performance: 11/06/2009 to 11/05/2014 Change Item 9001 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:		INOUTITE CONTRACTOR OF THE CON				l
Officer/Deputy Assistant Director - (202) 732 and Contract Specialist - (202) 732 Bet 30 FOS: Destination Period of Performance: 11/06/2009 to 11/05/2014 Change Item 9061 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:	(T)(C)	ISAP II Contracting	1			
Contract Specialist - (2021 732 Discount Terms: Het 30 FOS: Destination Period of Performance: 11/06/2009 to 11/05/2014 Change Item 9001 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:						•
Contract Specialist - (2021-732- Discount Terms: Net 30 FOS: Destination Period of Performance: 11/06/2005 to 11/05/2014 Change Item 9001 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:	(T)(C)					
Discount Terms: Net 30 FO5: Destination Period of Performance: 11/06/2005 to 11/05/2014 Change Item 9001 to read as follows (amount shown is the total amount): 0001 CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:			ļ	!		
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Discount Terms: Het 30 FOB: Destination Period of Performance: 11/66/2009 to 11/05/2014 Change Item 9061 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:	(7)(6;					
Het 30 FOS: Destination Period of Performance: 11/06/2009 to 11/05/3014 Change Item 9001 to read as follows(amount shown is the total amount): 0001 CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:	,,					
Het 30 FOS: Destination Period of Performance: 11/06/2009 to 11/05/3014 Change Item 9001 to read as follows(amount shown is the total amount): 0001 CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:		Discount Terms:		LΙ		
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Change Item 9061 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:		FOR: Destination	1.			
Change Item 9061 to read as follows(amount shown is the total amount): CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 9001 Base Year Amount:			ļ			
CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 0001 Base Year Amount:		Period of Periodmance. Iliborator to Ilitoration				
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CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 0001 Base Year Amount:			1			
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ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 0001 Base Year Amount:		oversight, reporting and quality control of the	1			
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Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW. CLIN 0001 Base Year Amount:		comple with the Education/ Training/				ļ
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CONTINUATION SHEET	HSCECR-09-D-00002/P00003	Ĵ	j :	:

ITEM NO	SUPPLIES/SERVICES (B)	OUANTITY (C)	וואים (D)	enit Piece (E)	ADDITY (F)
	Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00				
	Accounting Info: Attachment A Funded: \$0.00				
	Change Item 0002 to read as follows(amount shown is the total amount):				
0002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		ĒΑ		
	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLIHS 0002A, 0002B, 0002C, 0002D, and 0002E.				
	Ease Period of Performance: 06 November 2009 through 05 November 2010 (Not Separately Priced)				
	Accounting Info:	ļ			
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	Funded: \$0.00				
	Change Item 0002A to read as follows(amount shown is the total amount):				
0002A	Pre-Order Supervision (PRE)				
	Fixed Unit Price The unit EAl represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.				
	CLIH 0002A Base Year NTE Amount:				` .
	Base Period of Performance: Continued				

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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	มหม (Đ)	UNIT PRICE	MAGUE:
	06 November 2009 through 05 November 2010 Obligated Amount: \$0.00				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 0002B to read as follows(amount shown is the total amount):				
00023	Post-Order Supervision (POST) Fixed Unit Price The unit EA represents a Farticipant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.				
	CLIN 0002B Base Year NTE Amount:	!			
•	Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00				
	Accounting Info:				
	Funded: \$0.00				
	Change Irem 0002C to read as follows(amount shown is the total amount):	:			
00 02 C	Appeal Period Supervision (Appeal) Fixed Unit Price The unit "EA" represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.				
	CLIN 0002C Base Year NTE Amount:				
	Base Period of Performance: Continued				

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	06 November 2009 through 05 November 2010				
	Obligated Amount: \$0.00				
	Accounting Info:				
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	Funded: \$0.00		1		
	randed; solve				
	Change Item 0002D to read as follows(amount shown				
	is the total amount):				
0002D	POCR-Reasonably Foreseeable Removal (RFR)				\neg
00020	Fixed Unit Price	ļ <u> </u>			
	The unit EA represents a Participant Day (PD)				
	Other Country and 12 administration with the borner				
	The Contractor shall administer, monitor, track, and report ISAF II participants in the				
	FOCR-Reasonably Foreseeable Removal (RFR) stage				
	in accordance with Section 5.2.4.3.4 of the SOW.				
	CLIN 0002D Base Year NTE Amount:				
	CSIN GOOZE SEEC TEGT IN TANOGREE				
	Base Period of Performance:				
	06 November 2009 through 05 November 2010 Obligated Amount: \$0.00				
	002292220 72304141 4414]		
	Accounting Info:				
	Funded: \$0.00		1		
	Change Item 0002E to read as follows(amount shown				
	is the total amount):	ļ			
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0002E	POCR-Mon-Foreseeable Removal (MFR)		П		
	Fixed Unic Price			ļ	
	The unit EA represents a Participant Day (PD)	1	\		
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the				
	FOCR-Kon-Foreseeable Removal (NFR) stage in]		1	
	accordance with Section 5.2.4.3.5 of the SOW.				
	CLIN 0002E Base Year NTE Amount:				
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	Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00 Accounting Info:				
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	Funded: \$0.00				
	Change Item 0003 to read as follows(amount shown is the total amount):				
0003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINS):		EΑ		.:
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINS 0003A, 0003B, and 0003C.				
	Base Period of Performance: 06 November 2009 through 05 November 2010 (Not Separately Priced)			;	
	Accounting Info:				
	Funded: \$0.00				
	Change Item 0003A to read as follows(amount shown is the total amount):				
AE000	EM - Telephonic Reporting (TR)				(b
	Fixed Unit Frice The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 0003A Base Year NTE Amount:				
	Continued				
				!	

AAC :: REFERENCE NO. OF DOCUMENT BEING CONTINUED CONTINUATION SHEET HSCECR-09-D-00002/P00003 NAME OF OFFEROR OR CONTRACTOR EI INCORPORATED DUANTITY UNIT UNIT PRICE AltiOur. i SUPPLES/SERVICES ITEM NO (C) (D) (E) · F . (B) (A) Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00 Accounting Info: (b)(T)(E) Funded: \$0.00 Change Item 0003B to read as follows(amount shown is the total amount): 36350 EM Global Positioning System/Active (GPS/A) 0003B Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Manitoring Technology Specifications) of the SOW. CLIN 0003B Base Year NTE Amount: (b)(4) Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00 Accounting Info: (b)(7)(E) Funded: \$0.00 Change Item 6003C to read as follows(amount shown is the total amount): (b)(4) EH Global Posicioning System/Passive (GPS/P) 0003C Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 0003C Base Year NTE Amount: Continued ... OPROMAL CORP. 936-943 DSM 7540-01-157-8067

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	Base Period of Performance: 06 November 2009 through 05 November 2010 Obligated Amount: \$0.00		:		
	Accounting Info:				
	Funded: \$0.00				
	Change Item 0004 to read as follows(amount shown is the total amount):				
0004	Transition-In Services Fixed Price				
	The Contractor shall provide a sixty (60) day transition schedule/plan which details the Contractor s approach for ensuring an orderly transition from the incumbent Contractor, with a degradation of service, in advance of day one of the start of contract performance. Transition-I Services shall be performed in accordance with the Government approved Transition Plan which will be incorporated into this contract by reference.				
	CLIN 0004 Base Year Amount:				
	Base Period of Performance: 06 November 2009 through 05 January 2010 Obligated Amount: \$0.00				
	Accounting Info:				
	Funded: 50.00				
	Change Irem 1881 to read as follows (amount shown is the total amount):	1			
1601	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall Continued				
PEH 7540-01-15	3-0097	· · · · · · · · · · · · · · · · · · ·		_	OPTIONAL CORP. 125 (1977) Sponsared by GS

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OEM №O (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT 3 E 1
	comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.				
	CLIN 1001 Option Year 1 Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$3,608,368.00(Option Line Item) 09/05/2010				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 1002 to read as follows (amount shown is the total amount):				
1002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		EA		
	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINS 1002A, 1002B, 1002C, 1002D, and 1002E.				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) 09/05/2010 (Not Separately Priced)				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 1002A to read as follows(amount shown is the total amount):				
1002A	Pre-Order Supervision (PRE) Fixed Unit Price	<u> </u>	<u> </u>		
	The unit EA represents a Participant Day (PD) Continued				
		. <u>.</u>			
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ITEM NO	SUPPLIES/SERVICES (B)	(C)	(D)	UNIT PRICE (E)	AMDUI (F	
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.	:				
	CLIN 1002A OY 1 NTE Amount:	:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: 825,906,741.29(Option Line Item) 09/05/2010					
	Accounting Info:					
	Funded: \$0.00					
	Change Item 1002B to read as follows(amount shown is the total amount):					
10028	Post-Order Supervision (POST) Fixed Unit Price The unit EA represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.					
	CLIN 1002B OY 1 NTE Amount:					
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$25,594,180.24(Option Line Item) 09/05/2010					
	Accounting Info:					
	Funded: \$6.00					
·	Change Item 1002C to read as follows(amount shown is the rotal amount):					
10020	Appeal Period Supervision (Appeal) Continued			······································		
NSN 7510-01-1					OPTIODAL LORGING 120 - 4 Special by GS	

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	Fixed Unit Price		+			
	The unit EA represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track,					
	and report ISAP II participants in the Appeal					
	Period Supervision (Appeal) stage in accordance					
	with Section 5.2.4.3.3 of the SOW.					
	CLIN 1002C OY 1 NTE Amount:					
	A STATE OF THE PARTY OF THE PAR					
	Option Year 1 Period of Performance:					
	06 November 2010 through 05 November 2011					
	Amount: \$3,355,155.18(Option Line Item)					
	09/05/2010					
	Accounting Info:					
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	Funded: \$0.00					
	Change Item 1002D to read as follows(amount shown is the total amount):					
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10020	POCR-Reasonably Foreseeable Removal (RFR)	L	$\overline{}$		······································	
	Fixed Unit Price The unit EA represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track, and report ISAP II participants in the	1				
	POCR-Reasonably Foreseeable Removal (RER) stage			ŀ		
	in accordance with Section 5.2.4.3.4 of the SOW.			ļ		
	CLIN 1002D OY 1 NTE Amount:					
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	Option Year 1 Period of Performance:					
	06 November 2010 through 05 November 2011		11			
	Amount: \$2,307,036.16(Option Line Item)					
	09/05/2010					
	Accounting Info:					
		1				
	Funded: \$0.00					
	Change Item 1002E to read as follows(amount shown					
	is the total amount):					
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NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED HEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (A) (B) (C) (D) (E) (F.	CONTIN	UATION SHEET HSCECR-09-D-00002/P00003				PAG O
### INCOMPORATED ***Surversemental Color of Performance: Option Year 1 Period of Performance: Of Educating Info: ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to read as follows(amount shown is the total amount): ***Punded: 50.00 Change Item 1003 to r		12CECK-03-B-000027100000			<u></u>	
1A) (B) (C) (C) (E) (E) (E) (E) (E) (E	•					
POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP IT participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Saction 5.1.4.5.5 of the SOW. CLIM 1002E DY 1 NTE Amount: Option Year 1 Period of Performance: O6 November 2010 through 05 November 2011 Amount: \$1,062,090.51(Option Line Item) O9/05/2010 Accounting Info: Punded: \$0.00 Change Item 1003 to read as follows(amount shown is the total amount): ELECTRONIC MONITORING (EN) SUB-CONTRACT LINE ITEMS (SLUSs): The Contractor shall provide Electronic Monitoring (EM) services where EN (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: O6 November 2010 through 05 November 2011 Amount: 80.00(Option Line Item) O9/05/2010 (Not Separately Priced) Lecounting Info: Funded: \$0.00	HEM NO	SUPPLIES/SERVICES		1 1		
POCR-Non-Foreseeable Removal (MFR) Fixed Unit Price The unit EX represents a Participant Day (PO) The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (MFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 1002E OY 1 NTE Amount: Option Year 1 Period of Performance: O6 November 2010 through 05 November 2011 Amount: \$1,062,090.51(Option Line Item) 09/05/2010 Accounting Info: Funded: \$0.00 Change Item 1002 to read as follows(amount shown is the total amount): ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE TTEMS (SLINs): The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, CDS/A, or GBS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participent supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: O6 November 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) 09/05/2010 (Not Separately Priced) Lecounting Info:	(A)	(B)	(C)	(D)	(E)	<u> </u>
Removal (MRE) Pixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Nen-Foreseeable Removal (MFE) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 1002E OY 1 NTE Amount: Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$1,062,090.51(Option Line Item) 09/05/2010 Accounting Info: Funded: \$0.00 Change Item 1003 to read as follows(amount shown is the total amount): ILECTRONIC MONITORING (EM) SUG-CONTRACT LINE TIEMS (SLINS): The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: 06 Movember 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) 09/05/2010 (Not Separately Priced) Lecounting Info:		and the Ference his				
The Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Hon-Foreseeable Removal (HFR) Stage in accordance with Section 5.2.4.5.5 of the SOW. CLIN 1002E OY 1 NTE Amount: Option Year 1 Period of Performance: OE November 2010 through OS November 2011 Amount: 91,062,090.51(Option Line Item) O9/05/2010 Accounting Info: Funded: \$0.00 Change Item 1003 to read as follows(amount shown is the total amount): The Contractor Monitoring (EN) SUB-CONTRACT LINE TIMES (SLINs): The Contractor shall provide Electronic Monitoring (EN) services where EN (1.e. TR, GRS/A, or GRS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EN-Only). E% services whall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: OB November 2010 through OS November 2011 Amount: 90.00(Option Line Item) O9/05/2010 (Not Separately Priced) Locaunting Info:	100%	****				
The Contractor shall administer, monitor, track, and report ISAF IT participants in the 20CR-Hon-Foreseeable Removal (HIFF) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 1002E OY I NTE Amount: Option Year 1 Period of Performance:		Fixed Unit Price		1 1		
and report ISAP II participants in the POCR-Non-Foresceable Removal (NTP) Stage in accordance with Section 5.2.4.3.5 of the SOW. CLIM 1002E OY 1 NTE Amount: Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$1,062,090.51(Option Line Item) 09/05/2010 Accounting Info: Funded: \$0.00 Change Item 1002 to read as follows(amount shown is the total amount): ELECTRONIC MONITORING (EN) SUB-CONTRACT LINE ITEMS (SLINS): The Contractor shall provide Electronic Monitoring (EN) services where EN (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EN-Only). EN services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: 80.00(Option Line Item) 09/05/2010 (Not Separately Priced) Locounting Info:		The unit EA represents a Participant Day (PD)			İ	
and report ISAP II participants in the POCR-Hon-Foreseeable Removal (HTR) Stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 1002E OY 1 NTE Amount: Option Year 1 Period of Performance: 06 Hovember 2010 through 05 November 2011 Amount: \$1,062,090.51(Option Line Itum) 09/05/2010 Accounting Info: Funded: \$0.00 Change Item 1002 to read as follows(amount shown is the total amount): ELECTRONIC MCNITCRING (EN) SUB-CONTRACT LINE ITEMS (SLINs): The Contractor shall provide Electronic Monitoring (EN) services where EN (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EN-Only). EN services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: 80.00(Option Line Item) 09/05/2010 (Not Separately Priced) Locaunting Info:		The Coorractor shall administer, monitor, track,		1 1		
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ITEMS (SLINS): The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINS 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: O6 November 2010 through 05 November 2011 Amount: \$0.00 (Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info: Funded: \$0.00			-			
ITEMS (SLINs): The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SIINs 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: O6 Movember 2010 through O5 November 2011 Amount: \$0.00 (Option Line Item) O9/05/2010 (Not Separately Priced) Accounting Info: Funded: \$0.00			ļ			
Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: O6 Movember 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info:	1003			EA		
GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLIMs 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: O6 Movember 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) O9/05/2010 (Not Separately Priced) Permitting Info:		The Contractor shall provide Electronic		1	İ	
Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLIMs 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: 06 Movember 2010 through 05 November 2011 Amount: \$0.00 (Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info:		Monitoring (EM) services where EM (i.e. TR,			ļ	
participant supervision (i.e. EM-Only). EM services shall be provided under SIINs 1003A, 1003B, and 1003C. Option Year 1 Feriod of Performance: 06 November 2010 through 05 November 2011 Amount: \$0.00(Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info: Funded: \$0.00		GPS/A, or GPS/P) is used in conjunction with a	•	1		
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O6 November 2010 through 05 November 2011 Amount: \$0.00 (Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info: Funded: \$0.00						
O6 November 2010 through 05 November 2011 Amount: \$0.00 (Option Line Item) 09/05/2010 (Not Separately Priced) Accounting Info: Funded: \$0.00		Option Year 1 Feriod of Performance:		1		
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Funded: \$0.00		Accounting Info:				
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	FEROR OR CONTRACTOR RPORATED			·	
ITEM NO	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PROCE (E)	AMQUITE (F)
_	Change Item 1003A to read as follows(amount shown is the total amount):				
1003A	EM Telephonic Reporting (TR) Fixed Unit Price The unit EA represents a Participant Day (PD)				£, ·
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 1003A OY 1 NTE Amount:				
•	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Amount: \$1,098,744.09(Option Line Item) 09/05/2010			ı	
<u></u>	Accounting Info:				
	Funded: \$0.00		}		
	Change Item 1003E to read as follows(amount shown is the total amount):		:		
1003B	EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 1603B OY 1 NTE Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 Movember 2011 Amount: \$646,557.62(Option Line Item) 69/05/2010				
	Accounting Info: Continued	-		ļ	

	PENON OR CONTRACTOR RPORATED				
ON MOI	SUPPLEES/SERVICES (B)	QUANTII (C)	YUNIT (O)	UNIT PRICE	AMOUR) (E)
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	Funded: \$0.00				
	Change Item 1003C to read as follows(amount shown is the total amount):				
003C	EM Global Positioning System/Passive (GPS/P) Fixed Unit Price		1		2.3
	The unic EA represents a Farticipant Day (PD)				
	The Contractor shall administer, menitor, track, and report ISAP II participants placed in EM GPS/F supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 1003C Of 1 NTE Amount:				
	Option Year 1 Period of Performance: 96 November 2010 through 05 November 2011 Amount: \$11,399,869.69(Option Line Item) 09/05/2010		, , , , , , , , , , , , , , , , , , ,		
	Accounting Info:	ļ	1		
	Funded: 50,00				
	Change Item 2001 to read as follows(amount shown is the total amount):	_			
001	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in				
	Section 6.2.3 of the SOW. CLIN 2001 OY 2 Amount:				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$3,700,356.00 (Option Line Item) Continued				

ITEM NO	RPORATED	DINWID	YUNIT	UNIT PRICE	AMOU!
(A)	(B)	(C)	(D)	(₺)	
	09/05/2011			Ì	
	Accounting Info:]	
	Funded: \$0.00				
	Change Item 2002 to read as follows(amount shown is the total amount):				
2902	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		EΑ		C_{1}^{2}
	The Contractor shell administer, monitor, track, and report various stages of supervision (i.e. PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINS 2002A, 2002B, 2002C, 2002D, and 2002E.				
	Option Year 2 Period of Performance: 06 November 2011 through 05 Hovember 2012 Amount: \$0.00(Option Line Item) 09/05/2011 (Not Separately Priced)				
	Accounting Info:				
	Funded: \$0.00				
	Change Item 2002A to read as follows(amount shown is the total amount):				
2002A	Pre-Order Supervision (PRE)				5.0
	Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II perticipants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.				
	CLIN 2002A OY 2 NTE Amount:				
	Option Year 2 Period of Performance: Continued				

	CONTIN	UATION SHEET REFERENCE NO OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00003				inci 1 /	C)
		EROH ON CONTRACTOR					i
		RPORATED	T				
	ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	IMD PRICE (E)		um F
•		06 November 2011 through 05 November 2012 Amount: \$26,790,788.64(Option Line Item) 09/05/2011			,	· · · · · · · · · · · · · · · · · · ·	
Œ)		Accounting Info:					
		Funded: \$3.00					
		Change Item 2002B to read as follows(amount shown is the total amount):					
	20028	Post-Order Supervision (POST)					(b):
		Fixed Unit Price The unit EA represents a Participant Day (PD)				<u></u>	
		The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4,3.2 of the SOW.					
		CLIN 2002B OY 2 NTE Amount:					
		Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$26,455,315.36(Option Line Item) 09/05/2011					
Œ)		Accounting Info:					
	*						
		Funded: \$0.00	1				
			•				
		Change Item 2002C to read as follows(amount shown is the total amount):					
	2002C	Appeal Period Supervision (Appeal) Fixed Unit Price		· ·			(b)
		The unit EA represents a Participant Day (PD)					
		The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.					
		CLIN 2002C OY 2 NTE Amount:					
		Continued					
					İ		
70	Sta /540-01-157	niet	<u> </u>		<u> </u>	OPROHAL FORM .mg (4)	<u> </u>

REFERENCE NO. OF DOCUMENT BEING CONTINUED CONTINUATION SHEET HSCECR-09-D-00002/P00063 NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED **CHANGETY UND** BNO PRICE AMOURT HEM NO SCOPERCESSCHWICES (C) kp) (E) 216 (A) (B) Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$3,465,939.48(Option Line Item) 09/05/2011 Accounting Info: (b)(7)(E) Funded: \$0.00 Change Item 2002D to read as follows(amount shown is the total amount): (b)(4) ₁-2002D POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW. CLIN 2002D OY 2 NTE Amount: (6)(4) Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$2,387,466.09(Option Line Item) 09/05/2011 Accounting Info: (b)(F)(E) Funded: \$0.00 Change Item 2002E to read as follows(amount shown is the total amount): **, (b**(⊕) 2003E POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (MFR) stage in accordance with Section 5.2.4.3.5 of the SOW. Continued ... NSN 7540-01-152-8007 OPTIONAL FORM - 9174 05 Specialized by GSA CAR (48 CFR) 53 (10

	PEROR OR CONTRACTOR REPORATED				
(TEM NO	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AAGU:
	CLIN 2002E OY 2 NTE Amount:				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$1,096,768.29(Option Line Item) 09/05/2011				
	Accounting Info:				
	Funded: 50.00				
	Change Item 2003 to read as follows(amount shown is the total amount):				
2003	ELECTRONIC MODITORING (EM) SUB-CONTRACT LINE ITEMS (SLINE):		EA		
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 2003A, 2003B, and 2003C.				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$0.00(Option Line Item) 09/05/2011 (Not Separately Priced)		:		
	Accounting Info:				
			11		
	Funded: \$0.00				
	Change Item 2003A to read as follows(amount shown is the total amount):			į	
2003A	EM Telephonic Reporting (TR)	<u> </u>		······································	··
	Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAF II participants placed in EM TR Continued				
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NAME OF OF	FERON OR CONTINCTOR	· · · · · · · · · · · · · · · · · · ·			1 .
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ITEM NO	SIMPLESISERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	АМ.)О ; È
	supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 2003A OY 2 NTE Ampune:				
	Option Year 2 Period of Performance: 05 November 2011 through 05 November 2012 Amount: \$1,187,252.12(Option Line Item) 09/05/2011				
	Accounting Info:				
	Funded: \$0.00				
	Change 7tem 20036 to read as follows(amount shown is the total amount):				
2003B	EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 2003B OY 2 NTE Amount:				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$689,698.74(Option Line Item) 09/05/2011	 			
	Accounting Info:				
	Funded: \$0.00				
	Change Item 2003C to read as Follows(amount shown is the total amount):				
2003C	EM Global Positioning System/Passive (GPS/P) Fixed Unit Price Continued				<u> </u>
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CONT	REFERENCE NO OF DOCUMENT LIBING CONTINUED HSCECR-09-D-00002/P00003				PAG1 OF 2.1
	OFFEROR DISCONFRACTOR CORPORATED				
HEM NO	O SUPPLIES/SERVICES	QUANTITY	CHIT	UNITPRICE	AMORP
(A)	(8)	(C)	(0)	(E)	· ¥
	The unit EA represents a Participant Day (PD)	<u> </u>	1 1		
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIM 2003C OY 2 NTE Amount:				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Amount: \$12,126,856.14(Option Line Item) 09/05/2011				
E;	Accounting Info:				
	Funded: \$0.00				
	Change Item 3001 to read as Follows(amount shown is the notal amount):				
3001	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.				. (b)
	CLIN 3001 OY 3 Amount:				
	Option Year 3 Feriod of Performance: 06 November 2012 through 05 November 2013 Amount: \$3,815,760.00(Option Line Item) 09/05/2012				
Œ)	Accounting Info:				
	Funded: \$0.00 Change Item 3002 to read as follows(amount shown				
	is the total amount): Continued				
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	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAC	[°1
CONTINUATION SHEET	HSCECR-09-D-00002/P00003	2	

NAME OF OFFEROR OR CONTRACTOR

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(A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMDQEC ↓E
3002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		EA		
	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, FOST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINS 3002A, 3002B, 3002C, 3002D, and 3002E.				
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$0.00(Option Line Item) 09/05/2012 (Not Separately Priced)				
E)	Accounting Info:	ŀ			
	Funded: \$0.00				
	Change Item 3002A to read as follows(amount shown is the total amount):				
3002A	Pre-Order Supervision (PRE) Fixed Unit Price The unit EA represents a Participant Day (PD)				. ७%
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SCW.				
	CLIN 3002A OY 3 NTE Amount:				
:	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$27,756,883.24(Option Line Item) 09/05/2012				
E)	Accounting Info:				
				:	
	Funded: 50.00				
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	FEROR OR CONTRACTOR OR FORATED				
ITEM NO.	SUPPLES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUT) +₹
	Change Item 3002B to read as follows(amount shown is the total amount):				
36028	Post-Order Supervision (POST) Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.				
	CLIN 3002B OY 3 NTE Amount:				
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: 527,400,767.48(Option Line Item) 09/05/2012				
	Accounting Info:				
	Funded: \$0,00 Change Item 3002C to read as follows(amount shown is the total amount):				
3002C+	Appeal Period Supervision (Appeal) Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.			į	
	CLIN 3002C OY 3 NTE Amount:				
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$3,596,460.06(Option Line Item) 09/05/2012				
·	Accounting Info:				
l	Continued				
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CONTIN	UATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/F00003				PAGE 01 2 s
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ITEM NO	SUPPLIES/SERVICES (E)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUS:
(31)		100	121		
	Funded: \$0.00		1		
	Change item 3002D to read as follows(amount shown is the total amount):				
30025	POCR-Reasonably Foreseeable Removal (RFR)				
	Fixed Unit Price	_	\Box		
	The unit EA represents a Participant Day (PD)		1		
		1			
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the		1 1	i	
	POCR-Reasonably Foreseeable Removal (RFR) stage in accordance with Section 5.2.4.3.4 of the SOW.	[
	In accordance with Section 3.2.4.3.4 or the son.	1			
	CLIN 3002D OY 3 NTE Amount:	i			
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]	ΙI		
	Option Year 3 Period of Performance:	}			
	06 November 2012 through 05 November 2013			ľ	
	Amount: \$2,473,107.13(Option Line Item) 09/05/2012	ļ			
				i	
	Accounting Info:			ļ	
	Funded: \$6.00				
	Change Item 3002E to read as follows(amount shown is the total amount):				
3002E	POCR-Non-Foresceable	1			
	Removal (NFR)			Ī	
	Fixed Unit Price				
	The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track,				
	The concretor sharr bountitiscer, monitor, cracin	1	1 1		
	and report ISAP II participants in the				
	and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in				
	• • • • • • • • • • • • • • • • • • • •	:			
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.	:			
	POCR-Non-Foreseeable Removal (NFR) stage in				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.				
,	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount:				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 3002E CY 3 NFE Amount: Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$1,136,578.60(Option Line Item)				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 3002E CY 3 NFE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.80(Option Line Item) 09/05/2012				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.60(Option Line Item) 09/05/2012 Accounting Info:				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.80(Option Line Item) 09/05/2012				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.60(Option Line Item) 09/05/2012 Accounting Info:				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.60(Option Line Item) 09/05/2012 Accounting Info:				
,	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.60(Option Line Item) 09/05/2012 Accounting Info:				
	POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section S.2.4.3.5 of the SOW. CLIN 3002E CY 3 NTE Amount: Option Year 3 Period of Performance: 06 November 2012 through 03 November 2013 Amount: \$1,136,578.60(Option Line Item) 09/05/2012 Accounting Info:				

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NAME OF OFFERON DISCONTRACTOR BI INCORPORATED									
пем по	Supplies/services (B)	DUANTITY (C)	(D)	UNIT PRICE	AMOUNT 7 F				
	1	<u> </u>	11	··· -					
	Funded: \$0.00								
	Change Item 3003 to read as follows(amount shown is the total amount):								
3003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINS):		EA						
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GFS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 3003A, 3003B, and 3003C.								
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$0.00(Option Line Item) 09/05/2012								
	(Not Separately Priced)								
	Accounting Info:								
	Funded: \$0.00								
	Change Item 3003A to read as follows(amount shown is the total amount):								
3003A	EM Telephonic Reporting (TR)				(b)				
	Fixed Unit Price The unit EA represents a Participant Day (PD)								
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SCW.	i							
	CLIN 3093A DY 3 DTE Amount:								
	Option Year 3 Period of Performance: 06 November 2013 through 05 November 2013 Amount: \$1,295,196.17(Option Line Item)								

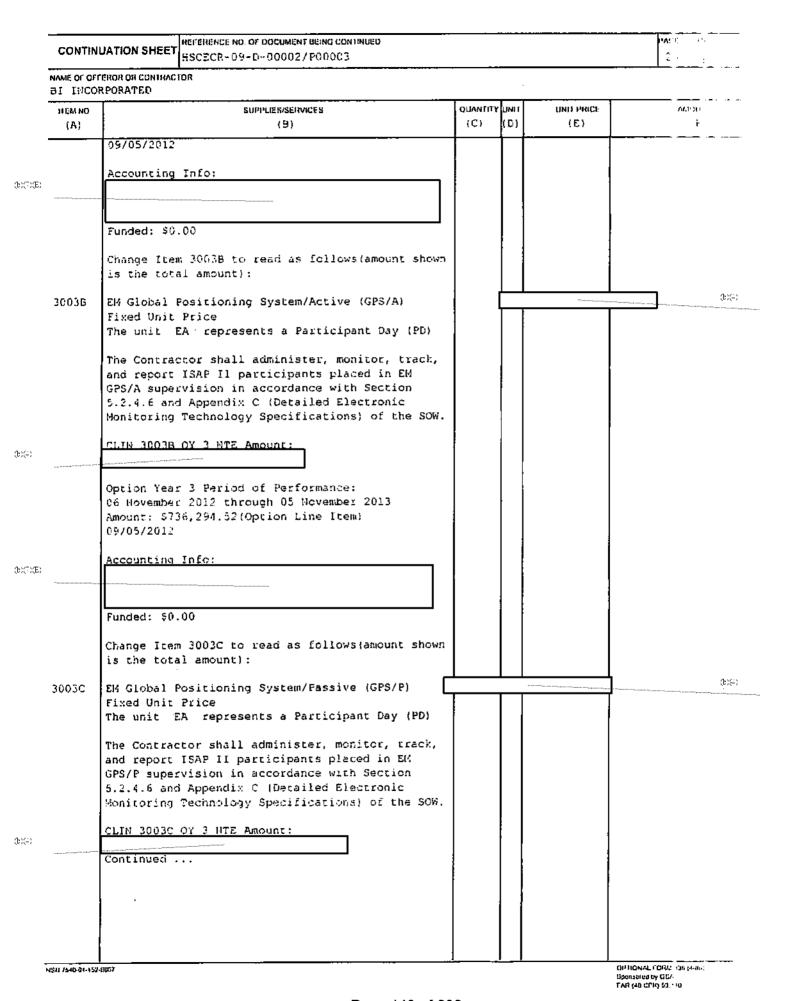
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ITEM NO	SUPPLIES/SERVICES (3)	QUARITY (C)	(D)	UNIT PRICE (E)	AMOUT:
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Amount: \$12,912,016.95(Option Line Item) 09/05/2012				
;	Accounting Info:				
	Funded: \$0.00				
	Change Item 4001 to read as follows(amount shown is the total amount):				
4001	CONTRACT MANAGEMENT - The Contractor shall	1 🗆			r.9
	provide all contractual and program management, oversight, reporting and quality control of the ISAP II program to include on-site and off-site Contractor personnel. ISAP II personnel shall comply with the Education/ Training/ Licenses/Certification Requirements outlined in Section 6.2.3 of the SOW.				
	CLIN 4001 GY 4 Amount:				
,	Option Year 4 Period of Performance: 06 Movember 2013 through 05 Movember 2014 Amount: \$3,910,968.00(Option Line Item) 09/05/2013	i			
	Accounting Info:				
	Funded: \$0.00				
	Change Item 4002 to read as follows(amount shown is the total amount):				
4002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		EA		<i>;</i> .
	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e. PRE, FOST, Appeal, POCR-RFR, and POCR-NFR) for each ISAF 11 participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under Continued				

CONTINUATION SHEET	REPERENCE NO. OF DOCUMENT HEING CONTINUED	 PAGE C	<u>!</u> !
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NAME OF OFFEROR OR CONTRAC	IOR		

ITEM NO	SUPPLIESSERVICES (B)	QUANTITY (C)	IINII (D)	UNIT PRICE	∧6:00:.7 F
	SLINs 4002A, 4002B, 4002C, 4002D, and 4002E.	1	\vdash		
	5 Day 5 Day 5 Day 6 Day				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014				
	Amount: \$0.00(Option Line Item)				
	09/05/2013				
	(Not Separately Priced)				
	Accounting Info:				
*					
	Funded: \$0.00				
	1 4,10401 40,00				
	Change Item 4002A to read as follows(amount shown		l		
	is the total amount):				
4002A	Pre-Order Supervision (PRE)	1			1
	Fixed Unit Price				
	The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track,]		
	and report ISAP II participants in the Pre-Order]		
•	Supervision (PRE) stage in accordance with	ì			
	Section 5.2.4.3.1 of the SOW.				
	CLIN 4002A OY 4 HTE Amount:	1			
	Opening Vision & Paris II of Postformation				
	Option Year 4 Portod of Performance: 06 November 2013 through 05 November 2014				
	Amount: \$28,757,397.72(Option Line Item)				
	09/05/2013				
	Accounting Info:				
	recoaliering that.				
	Funded: \$0.00				
	runded: 40.00				
	Change Item 4002B to read as follows(amount shown				
	is the total Amount):				
4002B	Post-Order Supervision (FOST)				(b):
	Fixed Unit Price	—	1		
	The unit EA represents a Participant Day (PD)		1		
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the Post-Order				
	Supervision (POST) stage in accordance with	i	ŀÌ		
	Continued				
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NAME OF DE	FEROR OR CONTRACTOR			-	!
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	Section 5.2.4.3.2 of the SOW.				
	CLIN 4002B OY 4 NTE Amount:				
-	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$26,408,851.30(Option Line Item) 09/05/2013				
;	Accounting Info:				
	Funded: \$0.00				
	Change Item 4002C to read as follows(amount shown is the total amount):				
4002C	Appeal Period Supervision (Appeal)				
	Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.	į			
	CLIN 4002C OY 4 NTE Amount:				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$3,723,433.56(Option Line Item) 69/05/2013	:			
	Accounting Info:				
	Funded: 50.00				
	Change Inem 4002D to read as follows(amount shown				
	is the total amount):	_			_
4602D	POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price The unit EA represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, Continued				
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OR MET) (A)	SUPPLAIS/SERVICES (B)	QUANTITY UNIT	UNIT PRICE (E)	AMOU".→
	and report ISAF Il participants in the		,- <i>r</i>	
	POCR-Reasonably Foreseeable Removal (RFR) stage			
	in accordance with Section 5.2.4.3.4 of the SOW.	1 1		
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	CLIN 4002D OY 4 NTE Amount:			
	Option Year 4 Period of Performance:]]]		
	06 November 2013 through 05 November 2014 Amount: \$2,561,765.67(Option Line Item)	1		
	09/05/2013			
	Accounting Info:			
			·	
	Funded: \$0.00			
	Change Item 4002E to read as follows(amount shown			
	is the total amount):	1 1	İ	
4002E	FOCR-Non-Foreseeaple	<u> </u>		
40004	Removal (NFR)	1		
	Fixed Unit Price			
	The unit EA represents a Participant Day (PD)			
	The Contractor shall administer, monitor, track,			
	and report ISAF II participants in the		1	
	POCR-Non-Foreseeable Removal (NFR) stage in			
	accordance with Section 5.2.4.3.5 of the SOW.			
	CLIN 4602E OY 4 HTE Amount:			
	Option Year 4 Period of Performance:			
	06 November 2013 through 05 November 2014] []		
	Amount: \$1,177,620.82(Option Line Item)			
	09/05/2013			
	Accounting Info:			
,	Funded: \$0.00			
	Change Item 4003 to read as follows(amount shown			
	is the total amount):	<u> </u>		
		1 1 1		
4003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE	EA		
	ITEMS (SLIMs): Continued			
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ITEM NO	SUPPLIES/SERVICES (B)	QUANTIF	т (Д)	UNIT PRICE (E)	AMOUN.
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 4003A, 4003B, and 4003C. Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$0.00(Option Line Item) 09/05/2013 (Not Separately Priced) Accounting Info: funded: \$0.00 Change Item 4003A to read as follows(amount shown is the total amount):				
4003A	EM Telephonic Reporting (TR) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 4003A OY 4 NTE Amount:				(2)(
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$1,413,503.42(Option Line Item) 09/05/2013 Accounting Info: Funded: \$0.00 Change Item 4003B to read as follows(amount shown is the total amount): Continued				

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NSN 7540-01-152-0007

OPTIONAL CONT. 104 (+4 Sponsored by 05.6 PAR (48 CPU) 50 - 10

REFERENCE NO. OF DOCUMENT BEING CONTINUED **CONTINUATION SHEET** HSCECR-09-D-00002/P00003 NAME OF OFFFROH OR CONTRACTOR BI INCORPORATED SUPPLICE/SERVICES QUANTITY WALL UNITPRICE ITEM NO AMOUNT. (C) (D) (E) (A) (E) (b)(4) 4003B EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 4003B OY 4 NTE Amount: (b)(4) Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$786,651.36(Option Line Item) 09/05/2013 Accounting Info: (b)(F)(E) Funded: \$0.00 Change Item 4003C to read as follows(amount shown is the cotal amount): (€)(€) 4003C EN Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit EA represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 4003C OY 4 NYE Amount: Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Amount: \$13,760,615.61 (Option Line Item) 09/05/2013 Accounting Info: (b)(F)(E) Continued ... CATTIONAL CORES 1.96 (4.48)

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NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED

NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT (F)
A)	(6)	(,	\ - '-	(2)	
	As a result of Modification P00003 which				
	restructured the period of performance dates, the		1		
	start date for each deliverable under Section I			1	
	has been changed FROM July 20, 2009 TO January 5,				
	2010 in order to coincide with the kick-off			İ	
		1	1		
	meeting for ISAP II Security Compliance.		[
	Accordingly, the C&A process must be completed by		l l		
	July 5, 2010. BI Incorporated was given written				
	authorization for this extension via electronic				
	mail on January 4, 2010. (NOTE: BI's IT	1			
	Security Plan was submitted on March 5, 2010				
	i.a.w. the revised deliverable schedule.)		1	ì	
	Traini Ello Tovidad doll'ordani		Ιİ		
	2. Modification P00004 formally documents and		1 1		
	authorizes the 🗆 Grandfather 🗆 process for ISAP II	1			
	Participants which was implemented effective		1 1		
	November 6, 2009, during the ISAP II transition			ļ	
	period as follows:				
	The said marking the board blanks from the TORD	1			
	For each participant transitioning from the ISAP		1	1	
	I and Enhanced Supervision Reporting (ESR)	ŀ	1 1	ļ	
	Programs to ISAP II, BI Incorporated will make a	i	il	ĺ	
	determination as to whether the ISAP II model is				
	more restrictive than the transitioned	1			
	participantOs then-current level of supervision	1			
	under ISAP I or ESR. In those cases where the		1	1	
	ISAP II model is more restrictive, the		1 1		
	participant will be transitioned at a level or		1 1		
	stage of supervision comparable to their	1	1	1	
	supervision under ISAP I or ESR. Billing for the		1 1		
	participant will be determined according to their		1 1		
	stage of supervision as appropriate (e.g. Pre,	1	1 1		
	Post, Appeal, POCR-RFR, or POCR-NFR). The	1	1 1		
	□Grandfather□ period for such participants will				
	cease under the following conditions:	l			
	a) If the participant has a stage change while		1 1		
	in ISAP II, they will revert to the appropriate		i i		
	level of supervision as per contract	1	1 1		
	I	1	1		
	specifications,				
	b) If the participant violates program			ļ	
	rules/conditions while in ISAP II they will		1		
	revert to the appropriate level of supervision as				
	per contract specifications, and	-			
	A the dimention of the TCAD IT COTE			}	
	c) At the direction of the ISAP II COTR,		1		
	Alternate COTR, or the Contracting Officer,			i	
	Continued			[
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ITEM NO.		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMO	DUNT	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT (F)
	relating to any particular participant, or all	 -			
	affected participants.	<u> </u>			
	The □Grandfather□ process will be accomplished at				
	no additional cost to the Government under the	ĺ			
	ISAP II contract.	}			
	3. Modification P00004 authorizes BI				
(D)(F)(d),	Incorporated to replaceas				
.(t)(7)(T)	the ISAP II Deputy Program Director with	l			
,(t)(7)(0)	is approved as the	1	1 1		
	interim key personnel replacement for a period]	
	not to exceed sixty (60) days commencing March		i		
	10, 2010. During this period of time, BI will				
	identify a qualified candidate to fill the Deputy				
	Program Director position on a permanent basis on or before May 10, 2010. BI will seek approval	l		l	
	from the ISAP II COTR and Contracting Officer	1			
	prior to assigning a permanent replacement to the	ļ			
	contract, in accordance with SOW Section 6				
	(Contractor Personnel).	'			
	4. Modification P00004 formally documents		1	ļ	
	changes to the ISAP II Statement of Work (SOW) which are being made by mutual agreement of the	-			
	parties under the following sections of the SOW:	}	l i		
	Section 5 (Scope), Section 7 (Records and		1		
	Reports), and Section 9 (Tasks and Deliverables).		1 1		
	All changes are detailed in Attachment 1 to	1			
	P00004, which is incorporated into this	1	1		
	Modification by reference.		1 1		
	5. Modification P00004 hereby incorporates FAR	İ	l I		
	Part 52.222-54 Employment Eligibility	1	11		
	Verification (Jan 2009) into Section I (Contract	1	1 1	ļ	
	Clauses) of Contract HSCECR-09-D-00002 by		1		
	reference.				
	a my transfer and with this	1	1 1	ļ	
	6. There is no funding associated with this action. The total contract value for ISAP II		1 1		
	remains unchanged.		1 1		
	7. All other terms and conditions remain]	
	unchanged.		[
	8. The POCs associated with this contract			Ι.	
	8. The POCs associated with this contract modification are as follows:	1			
	modification are as forfows.			ļ	
(D)(F)(d),	ISAP II Contracting	1			
	Officer/Deputy Assistant Director - (202)		1 [
	Continued		1	1	
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CONTINUATION SHEET	HSCECR-09-D-00002/P00004	4	12

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTIT		UNIT PRICE	AMOUNT
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b)(7)(0) b)(7)(0)	(202) 732- Contract Specialist -	1	1		
	<u> </u>				
	Period of Performance: 11/06/2009 to 11/05/2014				
	CONTRACTOR STATEMENT OF RELEASE: In consideration of the modification agreed to		1 1		
	herein, as complete equitable adjustment for the		1]	
	changes specified, the contractor hereby releases		1		
	Immigration and Customs Enforcement (ICE) from				
	any and all liability under this contract/order				
	for further equitable adjustment attributable to		1 1		
	such facts or circumstances giving rise to this	1	1	1	
	adjustment.	1			
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Modification P00004 - Attachment 1

The purpose of Modification P00004 is to incorporate the following changes to the Statement of Work (SOW) for the ISAP II Contract numbered HSCECR-09-D-00002. All changes have been highlighted in grayscale for ease of reference.

1. Revise bullet 5 of subsection 5.2.4.1, <u>Face-to-Face Contacts and Verifications</u> with Program Participants, to read as follows:

• "Employment verification within five (5) days of intake, and every thirty (30) days thereafter (as allowed by U.S. Immigration law). During employment verifications, the contractor's assigned case specialist must review the participant's most recent pay stub and/or any other available documentation that verifies the participant's employment status."

All references to employment verifications in SOW Sections 5.2.4.3.1, 5.2.4.3.2., 5.2.4.3.3, 5.2.4.3.4., and 5.2.4.3.5 on pages 36 through 37 no longer require employment visits.

2. Revise subsection 5.2.4.4, Scheduling, to read as follows:

"5.2.4.4 <u>Scheduling</u>. The daily schedule shall be designed to provide the proper level of supervision and accountability on the part of each participant. The contractor shall balance scheduled contacts and residence/employment checks to effectively accomplish the desired intensity of supervision throughout the period of measure (e.g. the contractor should schedule the required 2 face-to-face office interviews with a participant being supervised under CLIN X002D in separate calendar weeks, and not on consecutive days)."

3. Delete subsection 5.2.4.4.1 in its entirety and replace it with the following:

"Rescheduling of Unsuccessful Unannounced Residence/Curfew Visits. If the participant is not physically present in his or her home at the time of the visit, telephonic contact must be immediately initiated to locate the Participant and determine why he or she is not at the required location as specified in the Participant's ISP (e.g. in the home during the required timeframe.) The Contractor and the Participant must conduct a successful home visit within forty-eight (48) hours of any unsuccessful home visit. These rescheduled visits are not included, and are in addition to the requirements described in 5.2.4.3."

4. Delete the following sentence from subsection 6.6.1, Contractor Certification:

"The COTR must provide written approval prior to the assignment of any employee beginning to perform any duties under this contract."

All other language in subsection 6.6.1 remains unchanged.

5. Revise subsection 7.1.4, <u>Weekly Court Appearance Summary Report</u>, under Records and Reports to read as follows:

"7.1.4 Monthly Court Appearance Summary Report

The contractor shall report the number of final hearings scheduled and the number of hearings attended for each DRO field office, with the corresponding percentage and roll-up for all offices on a monthly basis. The breakdown should distinguish between pre-order, post-order, appeal, POCR RFR and POCR NFR participants, and all five combined."

6. Revise subsection 7.1.5, <u>Weekly Average Daily Cost and Average Length in Program Report</u>, under Records and Reports to read as follows:

"7.1.5 Monthly Average Daily Cost and Average Length in Program Report

The contractor shall report the average number of days spent in the program for participants and the average daily cost per participant on a monthly basis."

7. Revise the first paragraph of subsection 7.1.6, Monthly Program Progress Report, under Records and Reports to read as follows:

"7.1.6 Monthly Program Progress Report

The contractor shall submit written Monthly Program Progress Reports for both the individual field offices and the overall program. The Individual Field Office Progress Report shall be submitted by the fifth workday after the end of each month. The Overall Program Progress Report shall be submitted by the twentieth day after the end of each month. Monthly reports shall include information regarding contract compliance, immigration court appearance rates, participant statistics, and significant events. These reports shall include, at a minimum, the following for both the overall program and individual sites, where applicable:"

All other language in subsection 7.1.6 remains unchanged.

8. Revise subsection 7.1.11, <u>Invoice Details</u>, under Records and Reports to read as follows:

"Each invoice must include detailed billing information by site and participant count by day. This includes a chronological listing of participants with name, alien control number, date of admission, end of month status, and date of discharge. Each invoice shall be submitted in accordance with the following procedures:

- A. BI shall submit the following reports to DRO Task Managers and other designated points of contacts in DRO Field Office locations and DRO Headquarters on the fifth (5th) business day of each month. These reports will be considered to be preliminary or "draft" reports.
 - 1. <u>Progress Report</u> Description of the activity related to the contract, including compliance, personnel, significant events and community liaison work.
 - 2. <u>Monthly Progress Report2</u> Summary of the terminations and court hearings for the month (MTD), year (YTD based upon contract year) and program (PTD).
 - 3. <u>Participant Status Listing</u> Chronological listing by intake date of all participants, both active and inactive, showing the number of days in the program during the month.
 - 4. Participant Service Listing Alphabetical listing of participants in each legal stage and in each Electronic Monitoring (EM) program. The report lists how many days each participant was in each stage and on EM. After the totals, there is a listing of all the participants that either transferred legal stage or EM and the dates of that transfer.
 - 5. Participant Counts by Billing Category Lists the number of participants in each legal stage and on Electronic Monitoring (EM) each day. The total participant days at the bottom should reconcile with the totals on the Participant Service Listing.
 - B. ICE-DRO Field Offices will review and validate the Participant Counts by Billing Category Report. The Field Offices must submit their approval or rejection of the report to DRO HQ by the tenth (10th) business day of the month.
 - Any issues or discrepancies identified by the Field Offices must be reported to the Contractor and DRO HQ concurrently.
 - C. BI will submit a final invoice to the DHS, ICE, Burlington Finance Center on the 11th business day of the month or after all invoice issues have been resolved; but no later than the 20th day of the month. Invoices shall be submitted via one of the following three methods:

1. By mail:

DHS, ICE, Burlington Finance Center

P.O. Box 1620

Attn: ICE-DRO-FHQ-CED Williston, VT 05495-1620

Or

2. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)

Or

க்குக்கும் 3. By email at: @dhs.gov

- D. The DRO HQ COTR, Alternate COTR, or other designee will confirm Field Office verifications against the overall ISAP invoice. Upon verification, the DRO HQ COTR, Alternate COTR, or other designee will submit the invoice for approval through the appropriate Government financial systems."
- 9. Add subsection 7.1.12, Weekly Participant Data Reports, under Records and Reports as follows:

"7.1.12 Weekly Participant Data Reports

The contractor shall report participant data on a weekly basis to include the following:

(a) A Participant Report which lists all program participants by name, alien registration number, office, gender, date of birth, age, start date, inactive date, termination code, country, supervision status, legal status and type of electronic monitoring; (b) A Pre-Order with No Future Court Date Report which lists all participants by name and alien registration number in the Pre-Order supervision phase for each site who have not yet received a court appearance hearing date, to include a roll-up for all offices; (c) A Termination Report for codes related to Final Order of Removal, Departure Verified, and Post-Order Program Absconder which provides weekly terminations by location for these codes. These reports shall be submitted on a weekly basis every Friday by 2:00 p.m. EST covering the previous Friday through Thursday."

10. Add subsection 7.1.13, <u>Weekly EM-Only Participant Data Reports</u>, under Records and Reports as follows:

"7.1.13 Weekly EM-Only Participant Data Reports

The contractor shall report EM-Only participant data on a weekly basis to include the following: (a) An EM-Only Participant Report which lists all EM-Only participants (program to date) by name, alien registration number, office, gender, date of birth, age,

start date, inactive date, termination code, country, legal status, and type of electronic monitoring; (b) A GPS Unit Open Alert Report which lists all open alerts that have not been closed two days prior to the report date. These reports shall be submitted on a weekly basis every Friday by COB (EST) covering the previous Friday through Thursday."

11. Add subsection 7.1.14, <u>Monthly EM-Only Telephonic Reporting Participant</u> Data Reports, under Records and Reports as follows:

"7.1.14 Monthly EM-Only Telephonic Reporting Participant Data Reports

The contractor shall report monthly the EM-Only Telephonic Reporting participants' last call date. The report shall include name, alien registration number, office, and date of last telephonic call. This report shall be submitted on a monthly basis the first business day after the end of the month."

12. To delete Section 9 - Tasks and Deliverables in its entirety and replace it with the following revised table:

"Table 2 shows a	list of ISAP II	contract tasks and	deliverables.
- Taidie z Shidws a	1181 UL 1373 H	contract tasks and	, achverable

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0001	Conduct and Document Internal Quality Assurance Audits	5.1	Monthly	Review and update Quality Assurance Procedures as required, but no less frequent than annually.
A0002	Develop and Implement Case Management System	5.2.1	See RFP Section L	Annually within 60 days of exercising option or at direction of CO
A0003	Create and Maintain Case Records	5.2.2	Ongoing throughout contract execution	Daily
A0004	Conduct Program Orientation with Each Participant	5.2.3	Within 24 hours of intake into ISAP; or review new plan with change in supervisory stage	Daily/as required
A0005	Develop Individual Service Plan for Each Participant	5.2.4	Prior to end of Participant's Orientation Interview (see item A0004)	Monthly

Table 1: ISAP II Contract Deliverable Requirements

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0006	Conduct Face- to-Face Interviews with Participants	5.2.4.1 through 5.2.4.4.1	In accordance with the Daily Schedule described in SOW Section 5.2	Daily, as required
A0007	Conduct Electronic Monitoring (EM) of Participants	5.2.4.6	As required in SOW Section 5.2.4.6	24 hours per day/7 days per week, 365 days per year
A0007A	Maintain EM Equipment Inventory	Appendix C	As required in SOW Appendix C	As required to fulfill SOW requirements
A0008	Provide Translator Services	5.2.4.8	As necessary in accordance with SOW Section 5.2 requirements	Monthly
A0009	Develop and Enforce Contractor Employee Standards of Conduct	6.2.4	See RFP Section L	Update annually within 60 days of exercising option or at direction of CO; enforce 365 days per year, 7 days per week, 24 hours per day.
A0010	Submit Daily Emergency Reports	7.1.1	Daily, as required	Revise format and content as required by the COTR and approved by the CO
A0011	Submit Daily Reports of Participant Counts by Site	7.1.2	Daily by 5:00PM Eastern Time	Revise format and content as required by the COTR and approved by the CO
A0012	Submit Weekly Termination Summary Report	7.1.3	Weekly by Friday 2:00 PM (EST) for the previous Friday through Thursday	Revise format and content as required by the COTR and approved by the CO
A0013	Submit Montfilly Court Appearance Summary Report	7.1,4	Monthly/by,the 20th day, of the next month printing on a weekend or holiday, the next business day.	Revise format and content as required by the COTR and approved by the CO

Table 2 (Continued): ISAP II Contract Deliverable Requirements

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0014	Submit Monthly Average Daily Cost and Average Length in Program Report	7.1.5	Monthly by the 20th day of the next month, or if falling on a weekend or holiday, the next business day.	Revise format and content as required by the COTR and approved by the CO
A0015A	Submit Monthly Program Progress Report (Individual Field Offices)	7.1.6	Monthly by the 5 th business day of the next month.	Revise format and content as required by the COTR and approved by the CO
A0015B	Submit Monthly Program Progress Report (Overall Program)	7.1.6	Monthly by the 20th day of the next month, or if falling on a weekend or holiday, the next business day.	Revise format and content as required by the COTR and approved by the CO
A0016	Submit Quarterly Program Report	7.1.7	Quarterly by the 20 th day of the next month, or if falling on a weekend or holiday, the next business day.	Revise format and content as required by the COTR and approved by the CO
A0017	Submit Annual Program Report	7.1.8	A draft report will be submitted 20 days after DRO's notification of its completion of the termination code verification. The verification shall be completed within 100 days of the POP end date of each contract year. The final printed report shall be due 30 days after CO approval of the draft report.	Revise format and content as required by the COTR and approved by the CO
A0018	Submit Ad Hoc Program Reports	7.1.9	As requested	Use format and content required by the COTR
A0019	Submit DRO/ Contractor Meeting Minutes	7.1.10	Within 5 business days of meeting date	Use format and content required by the COTR at time of request

Table 2 (Continued): ISAP II Contract Deliverable Requirements

Contract Deliverable Requirements List (CDRL) Item No.	Description	SOW Sections	Due	Review/Update
A0020A	Submit Weekly Participant Report	7.1.12	Weekly by Friday 2:00 PM EST for the previous Friday through Thursday	Revise format and content as required by the COTR and approved by the CO
A0020B	Submit Weekly Pre-Order With No Future Court Date Report	7.1.12	Weekly by Friday 2:00 PM EST for the previous Friday through Thursday	Revise format and content as required by the COTR and approved by the CO
A0020C	Submit Weekly Termination Report for codes related to Final Order of Removal, Departure Verified, and Post-Order Program Absconder	7.1.12	Weekly by Friday 2:00 PM EST for the previous Friday through Thursday	Revise format and content as required by the COTR and approved by the CO
A0021	Submit Weekly EM-Only Participant Data Reports	7.1.13	Weekly Friday by COB (EST) covering the previous Friday through Thursday	Revise format and content as required by the COTR and approved by the CO
A0022	Monthly EM- Only Telephonic Reporting Participant Data Report	7.1.14	Monthly by the first business day after the end of the month.	Revise format and content as required by the COTR and approved by the CO

Table 2 (Continued): ISAP II Contract Deliverable Requirements

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	Sent:	Wednesday, March 10, 2010 2:40 PM
(D)(5),(b)(7)(C)	To:	
	Cc:	
	Subject:	Modification P00004 to HSCECR-09-D-00002
	Importance:	High
	Attachments	:: 2010 03 10 P00004 HSCECR-09-D-00002.pdf

Good Afternoon,

Enclosed for your review and signature is Modification P00004 to ISAP II Contract HSCECR-09-D-00002. P00004 addresses several administrative changes that have been discussed and agreed to by OAQ, ATD and BI over the last several months in the following areas:

- · employment verifications/visits
- invoicing procedures
- reports/deliverables
- the "grandfathering" of ISAP II participants
- the extension of deliverable due dates associated with HSAR Clause 3052.204-70
- key personnel change

This modification is being issued by mutual agreement of the parties. Once BI signs, OAQ will return a fully executed copy for your records.

Contract Specialist
Compliance and Removals (CR)
Office of Acquisition Management (OAQ)
Immigration & Customs Enforcement (ICE)
Department of Homeland Security (DHS)
801 | Street, NW, Washington, DC 20536
Main: (202) 732Desk: (202) 732Fax: (202) 732-7446

b(6)(b)(5)(C) E-mail:

Helo us support you better -

Help us support you better -TELL <u>US HOW WE ARE DOING!</u>

Go to

(b)(6).(b)(7)(C)

Thank you,

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	ROR OR CONTRACTOR			·	2 10
TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	Attachment A).	(C)	(D)	(E)	(F)
	2. Modification P00005 authorizes BI Incorporated to replace as the			İ	
	acting ISAP II Deputy Program Director with	· •			(b)(6
)(C)	Effective April 7, 2010, is considered the permanent key personnel			Ì	
] :	replacement for the ISAP II Deputy Program				
)(C))(C)	Director position previously held by				
	3. There is no funding associated with this				
	action. The total contract value for ISAP II remains unchanged.				
	admin under general ge				
	4. All other terms and conditions remain]	
Ι'	unchanged.			1	
	5. The POCs associated with this contract				
	modification are as follows:				
)(C)	ISAP II Contracting				
	Officer/Deputy Assistant Director - (202) 732 and				
	in the second se				
)(C))(C)	Contract Specialist -				
	(202) 132			ļ	
1	Period of Performance: 11/06/2009 to 11/05/2014				
	CONTRACTOR STATEMENT OF RELEASE: In				
	consideration of the modification agreed to				
	nerein, as complete equitable adjustment for the changes specified, the contractor hereby releases				
:	Immigration and Customs Enforcement (ICE) from	}	1		
	any and all liability under this contract/order	•			
	for further equitable adjustment attributable to such facts or circumstances giving rise to this				
	adjustment.				
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ATTACHMENT A:

ADDENDUM TO COTR & ALTERNATE COTR APPOINTMENT LETTER

Addendum to COTR Appointment Letter

(b)(6),(b)(7)(C) (b)(6),(b)(7)(G)	ACOTR	
(b)(6),(b)(7)(C)	From: Contracting Officer	
	Date: April 7, 2010	
	Re: Appointment as Alternate Contracting Officer's Technical Representative (ACOTR)	
(ቴ)(ቴ),(ቴ)(ፕ)(C) 	Effective April 7, 2010, hereby replaces as the Alternate Contracting Officer's Technical Representative (ACOTR) for Contract No. HSCECR-09-D-00002 for the Intensive Supervision Appearance Program (ISAP) II; and any subsequent task orders issued against the base contract. This ACOTR designation is being issued pursuant to HSAR 3052.242-72. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service.	\$)(6),(b)(7)(C)
	You are only authorized to act in the capacity of ACOTR in absences of the COTR that are greater than forty-eight (48) hours, and are subject to the same limitations and responsibilities as the COTR. The COTR or ACOTR shall ensure timely notification to the contractor whenever the ACOTR performs COTR duties.	
(b)(6),(b)(7)(C)	tf you are reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If you designation is revoked for any reason before completion of this contract, turn your records over to the successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.	
(b)(6),(b)(7)(C)		
(3)(5)(4),(6)(6)(6)	Printed Name of ACOTR (202) 905- Telephone O4/07/2010 Date	
	Contractor Acknowledgement:	
	I have received a copy of the Addendum to the COTTO designation letter for the subject contract/order.	(b)(6),(b)(7)(C)
(b)(6),(b)(7)(C) 		
	Printed Name of Contractor Representative Signature	
	<u>4-7-26/0</u> Date	

COTR and Alternate COTR Appointment Letter

(b)(6),(b)(7)(E)	To: COTR and ACOTR
(b)(6),(b)(7)(C)	
(b)(6),(b)(7)(€)	From: Contracting Officer
	Date: July 23, 2009
	Re: Appointment of Debra Garretson as Contracting Officer's Technical Representative (COTR) and Roxann Dzur as Alternate Contracting Officer' Technical Representative (ACOTR) on Contract No. HSCECR-09-D-00002.
(b)(6),(b)(7)(C)	is formally appointed as the Contracting Officer's Technical
(ቴ)(ቴ),(ቴ)(ፕ)(C)	Representative (COTR) for Contract/Order HSCECR-09-D-00002 for the Intensive Supervision Appearance Program (ISAP) II award and any subsequent task orders issued against this contract. is hereby formally appointed as the Alternate Contracting Officer's Technical Representative (ACOTR) on the aforementioned contract. Written modifications to the contract will be forwarded for the COTR file as they occur.
	COTR file as they occur.

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

- a) Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment, and annually thereafter, until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), Potomac Center North (PCN) 500 12th St, SW, Washington, DC 20024. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.
- d) Provide suggestions to the Contracting Officer for improvements and changes that would facilitate better work performance or streamline processes to the advantage of the Government and/or contractor.
- e) Coordinate with your program office and the Contracting Officer, actions relating to funding or recommended changes in the scope of work.
- f) Ensure that changes in the work or services, and resulting effects on delivery schedule, are formally effected by written modification issued by the Contracting Officer before the contractor proceeds with the changes.
- g) Ensure prompt review of draft reports and provide approval to the contractor so that distribution of reports can be within the specified completion date of the

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

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

As COTR you shall not:

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

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

You shall notify the Contracting Officer promptly of:

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

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

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

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

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

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

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

Please do not hesitate to contact the contracting officer at 202-732- if you have any questions or concerns about performing your COTR duties.

COTR Acknowledgement:

(b)(6).(b)(7)(C)

(b)(6),(b)(7)(C)

To:	Contracting Officer	
From:		(Printed Name)
		(Signature)
Date:	7/24/2009	

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

I have read and understand my duties and limitations as an assigned COTR on HSCECR-09-D-00002 and any subsequent task orders issued against this contract.

Appointment of ______as Alternate Contracting Officer's Technical Representative (ACOTR)

Pursuant to HSAR 3052.242-72, Roxann Dzur is hereby designated as the Alternate Contracting Officer's Technical Representative (ACOTR), effective 23 July 2009 in administration of Contract No. HSCECR-09-D-00002 and any subsequent task orders issued against this contract. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sooner revoked in writing by the Contracting Officer or unless you are separated from Government service.

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

·	If you are to be reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.	(b)(6),(b)(7);(c)
ቴ)(ፅ),(ቴ)(ፕ)(C) 		
	Pfinted name of ACOTR	
৳)(ፅ),(ቴ)(ቫ)(C) 	202-732- 7/24/09	
	Telephone Number Date	
	Contractor Acknowledgement:	
	I have received a copy of the COTR/ACOTR designation letter for the subject	
ษ)(6),(ቴ)(ፕ)(C) 		(b)(6),(b)(7)(C
	Printed Name Signature	
	Bl Incorporated	
	7/24/09	
	Date	

	MODIFICATION OF CONTRACT		1 3	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REDUISITION/PÜRCHASE REG. NO.	5. PROJECT NO. (if applicable)	
P00006	05/28/2010	192110DROHQATD011	CODE TOE/CR/COMPLIANCE	
6. ISSUED BY	CODE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6)	LODY CRY COLL HIAMON	
ICE/Compliance & Remov	/al/Compliance	ICE/Compliance & Remova Immigration and Customs	1/Compliance	
Immigration and Custom Office of Acquis <u>ition</u>		Office of Acquisition M		
801 I Street NW.	1.0.1.0 g 0.11.0.1.0	BO1 I Street NW.		(b)(6),(l
Washington DC 20536		Attn:		(6);(6); (1
		Washington DC 20536		······································
8. NAME AND ADDRESS OF CONTRACTO	OR (No., street, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.		
I INCORPORATED				
400 LOOKOUT ROAD		9B. DATED (SEE ITEM 11)		
SOULDER CO 803013377				
		10A MODIFICATION OF CONTRACT/ORI	DER NO.	
		A HSCECR-09-D-00002		
		108 DATED (SEE ITEM 13)		
CODE DOALEDOSONNO	FACILITY CODE	07/17/2009		
0941609590000		AMENDMENTS OF SOLICITATIONS		
· The sharp surplement satisfies in series	ded as set forth in Item 14. The hour and date spe		s extended is not extended.	
	emendment prior to the hour and date specified in th	na solicitation or as amended, by one of the following	ng melhods: (a) By completing	
Items 8 and 15, and returning	copies of the amendment; (b) By acknow	ledging receipt of this amendment on each copy of	the offer submitted; or (c) By	
separate letter or telegram which include: THE PLACE DESIGNATED FOR THE PL	s a reference to the solicitation and amendment nur ECEIPT OF OFFERS PRIOR TO THE HOUR AND	MDERS. FAILURE OF YOUR ACKNOWLEDGEME! DATE SPECIFIED MAY RESULT IN REJECTION	NT TO BE RECEIVED AT OF YOUR OFFER. If by	
virtue of this amendment you desire to the	nange an offer already submitted, such change mby	be made by letegram or letter, provided each tele-		
	nd is received prior to the opening hour and date sp	ecified.		
12 ACCOUNTING AND APPROPRIATION See Schedule	UATA (II required)			
	PPLIES TO MODIFICATION OF CONTRACTS/ORDI	ERS, IT MODIFIES THE CONTRACTIONDER NO.	AS DESCRIBED IN ITEM 14.	
B. THE ABOVE NUMBERE appropriation date, etc.)	D CONTRACT/ORDER IS MODIFIED TO REFLEC SET FORTH IN ITEM 14, PURSUANT TO THE AU	T THE ADMINISTRATIVE CHANGES (such as ch JTHORITY OF FAR 43 103(b).	anges in paying office.	
C. THIS SUPPLEMENTAL	AGREEMENT IS ENTERED INTO PURSUANT TO	AUTHORITY OF:		
D OTHER (Specify type of	modification and authority)	· 		
	ification Pursuant to Auth	nority of FAR 43.103(a)		
E. IMPORTANT: Contractor	is not. *xiis required to sign this document		issuing office.	
<u> </u>	DIFICATION (Organized by UCF section headings,		· · · · · · · · · · · · · · · · · · ·	
DUNS Number: 09416095	· ·		-	
	CATION POOCOS IS AS FOLLOW	·S:		
l. To add CLIN 0005 t	co Contract# HSCECR-09-D-0	0002. CLIN 0005 is a dum	amy CLIN which is	
	strative purposes only.			
-	to be added to the ISAP I			
	ne new Task Order CLIN is			
	submitted by BI Incorporat	_		
	equitable adjustment amou			
	Task Order HSCECR-09-J-0			
	ation was approved by the			
Continued	••••	•	- -	
Expept as provided bearing of terms and an	and the depument referenced in term 9A or	tOA, as heretofore changed, remains unchanged a	and in full force and affect.	
15A NAME AND		18A, NAME AND TITLE OF CONTRACTING		
Corporate C	Controller			
(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	15C DATE SIGNED		18C. DATE SIGNED	
4 (0)	isc Unit signed		I SOLUTION TO STATE STORED	
	<i>(</i> 17110			
NSN 7540-01-152-8070		<u> </u>	STANDARD FORM 30 (REV. 10-83)	
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CONTINU	JATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00006				PAGE C	3
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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTIT (C)	Y UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this contract/order for further equitable adjustment attributable to such facts or circumstances giving rise to this adjustment.				

AMENDMEN	T OF SOLICITATION/MODI	FICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT	MODIFICATION NO.	3. EFFECTIVE DATE	4.1	REQUISITION/PURCHASE REQ. NO.	5. P.F	1 2 (OJECT NO. (if applicable)	
P00007		7/09/2010		<u></u>			
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X E.IMPORTANT: 14.DESCRIPTI DUNS Numb THE PURPO 1. Effect States Co accordance Monitoria no addit. 2. San I Site Loc. Continued Escapias provides TEA NAME AN	A THIS CHANGE ORDER IS ISSUED ORDER NO. IN HEM IDA. B. THE ABOVE NUMBERED CON appropriation date, atc.) SET FOR C. THIS SUPPLEMENTAL AGREE D. OTHER (Spooly type of modific Bilateral Modific: Contractor Disn ION OF AMENOMENTAMODIFICATION OF AMENOMENTAMODIFICATION OF MO	TRACTIONDER IS MODIFIED TO REFLECT ORTH IN ITEM 14, PURSUANT TO THE AL EMENT IS ENTERED INTO PURSUANT TO Calon and suthorny) action Pursuant to Auti NOT (It is required to sign this document. THON (Organized by UCF section headings, ON POODOT IS TO REFLECT O, BI will provide EM- e North Mariana Island II Statement of Work () Specifications. EM- Government. d Santa Ana, CA are he in Tables B-2 (ISAP I	HE CHITHING	ANGES SET FORTH IN ITEM 14 ARE MADE EADMINISTRATIVE CHANGES (such as char RITY OF FAR 43.103(b). ACCRITY OF: Lty of FAR 43.103(a)	ny THE Congos in pay	pan, United provided in etronic provided at Government (cipant Slots)	010

FAR (48 CFR) 53.243

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE 0	F
CONTINUATION SHEET	HSCECR-09-D-00002/P00007	2	2

NAME OF OFFEROR OR CONTRACTOR

BI INCORPORATED

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	and B-2A (ISAP II Site & Participant Slot				
	Requirements at OY4 Start) of SOW Appendix B				
	(Nationwide Program Expansion Requirements) and				
	added to the list of Contractor Site Locations in	1			
	Tables B-2 and B-2A. Both San Bernardino and	1			
	Santa Ana are Contractor Site locations (i.e.				
	Full Service) and have been operating as such	i		ŀ	
	since the contract start date for ISAP II. These				
	sites were erroneously designated as Government				
	Site locations in the ISAP II SOW. There is no				
	funding associated with this action.				
	3. The Contracting Officer for ISAP II is hereby				
969	changed FROM TO		! I		
b)(7)(6)	Assistant Director, Compliance & Removals				
D(D)(C)	Division. can be reached by phone at				
b)(7)(C)	(202) 732 or via e-mail at				
(7)(0)	dhs.gov.				
	4. All other terms and conditions of Contract				
	HSCECR-09-D-00002 remain unchanged.	ŀ			
		ŀ			
	5. The POCs associated with this contract				
	modification are as follows:				
b)(T)(C)	Contracting Officer - (202)				
b)(7)(G)	732- , and		ll		
			ll		
(b)(7)(C)	Contract Specialist -		ll		
b)(7)(C)	(202) 732-				
	COMBRAGEO CEARGNER OF DELEGE TO				
	CONTRACTOR STATEMENT OF RELEASE: In				
	consideration of the modification agreed to	Į.		ŀ	
	herein, as complete equitable adjustment for the				
	changes specified, the contractor hereby releases				
	Immigration and Customs Enforcement (ICE) from				
	any and all liability under this contract/order				
	for further equitable adjustment attributable to	!!			
	such facts or circumstances giving rise to this				
	adjustment.				
	Period of Performance: 11/06/2009 to 11/05/2014				
			ĺ		
				ĺ	
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				l	

AMENDMENT OF SOLICITAT	ION/MODIFIC	ATION OF CONTRACT		1. CONTRACT IO CODE		PAGE OF	PAGES	
			1 . ===	WAS TO LO LO LO LO LO LO LO LO LO LO LO LO LO	le po	1	3	
2. AMENDMENT/MODIFICATION NO) ,	3, EFFECTIVE DATE		NISTION/PURCHASE REQ. NO. 10EROHQATD006)3. PK	OJECT NO.	. (и аррисавия)	
P00008 6. ISSUED BY	CODE	09/21/2010	- 1	MINISTERED BY (If other than item 6)	CODE	TCE	CR/COMPLIANCE	
		TCB/ CR/ CONT BIRINGS		•		100/	CR/ COMPDIANCE	
ICE/Compliance & Re Immigration and Cus	moval/Con	mpliance Nrcement	Tmm:	/Compliance & Removal igration and Customs :	/comp. Enfora	ement		
Office of Acquisiti	on Manage	ement		ice of Acquisition Ma				
801 I Street NW,				I Street NW.		······		(b)(6),(b
Washington DC 20536			Att					——(₺)(₺) _? (1
	4.6700	January Professor 700 Fode	100	hington DC 20536 AMENDMENT OF SOLICITATION NO.				
8. NAME AND ADDRESS OF CONTR	(AL IOR (No., Issue	n, course, orgin and 22° cooks	(×) **					
BI INCORPORATED		•		DATED (DCC) SCALAR			.	
6400 LOOKOUT ROAD	_		88	DATED (SEE ITEM 11)				
BOULDER CO 80301337	7							
			X 10	A MODIFICATION OF CONTRACT/ORDS SCECR-09-D-00002	ER NQ.			
			"	50041 . 40 2 3				
			10	9. DATED (SEE ITEM 13)				
CODE 0941609590000		FACILITY CODE	7 c	7/17/2009				
		11. YHIS TYEM ONLY APPLIES TO	O AMENDI	MENYS OF SOLICITATIONS				
The above numbered solicitation is	amended as sell	forth in Item 14. The hour and date spe	cifud for f	ecsipt of Offers 🕒 🗀 is		∏is not e		
Offers must acknowledge receipt o	f this amendment	orior to the hour and date specified in I	he solicilal	tion or as amended, by one of the following	methode:	(a) By comp	laling N Bu	
Items 8 and 15, and returning	cludes a referenc	e to the solicitation and amandment ou	mbers. FA	celpt of this amendment on each copy of th ALLURE OF YOUR ACKNOWLEDGEMENT	TTO BE RI	ECEIVED A	r	
THE DI ACE DESIGNATED FOR 1	ING RECEIPT OF	DEFERS PRIOR TO THE HOUR AND	DATE SP	'ECIFIED MAY RESULT IN REJECTION C	JF YQUR C	2FFEH. 1707	•	
virtue of this amendment you desire	e to change an of ent, and is receive	ier already submitted, such change may ad prior to the opening hour and date s	y be made peciflad.	by telegram or letter, provided each telegra	RUI CLIBIG	inexes mile	amirg	
12. ACCOUNTING AND APPROPRIA				<u></u>				•
See Schedule								-
13, THIS ITEM ON	ILY APPLIES TO	MODIFICATION OF CONTRACTS/ORD	ERS. IT N	MODIFIES THE CONTRACT/ORDER NO. A	S DESCRI	SEO IN ITEA	1 14.	
				GES SET FORTH IN ITEM 14 ARE MADE				
appropriation date	ec.) SET FORT	TH IN ITEM 14, PURSUANT TO THE A	UTHORIT	DMINISTRATIVE CHANGES (such as cha Y OF FAR 43.103(b).				
C. THIS SUPPLEME	NTAL AGREEME	NT IS ENTERED INTO PURSUANT TO	O AUTHO	RITY OF:		 		
D. OTHER (Specify)	iypë of modificatio	n and authority)						-
X Bilateral	Modificat	ion Pursuant to Aut	horit	y of FAR 43.103(a)			<u> </u>	_
E, IMPORTANT: Contractor	() is not.	is required to sign this document	and relum	1 1 copies to the k	ssuling offic	28 .		
14. DESCRIPTION OF AMENDMEN	IT/MODIFICATION	N (Organized by UCF section headings	i, including	solicitation/contract subject matter where	leasible.)			-
DUNS Number: 09416								
**MODIFICATION POOR	008 IS BE	ING ISSUED FOR ADMI	NISTR	ATIVE PURPOSES ONLY.*	٠			
THE PURPOSE OF MOD	IFICATION	P00008 IS AS FOLLO	WS:					
		. .						
1. To add CLIN 000	06 to Con	tract# HSCECR-09-D-0	00002	. CLIN 0006 is a dum	my CLI	N Whic	en 18	
				addition of CLIN 0006			ry in	
				se Year Task Order nu				
			bein	g established to author	orize	develo	opment	
work on the ISAP I	I AccuTra	x system.						
Continued			-404		ud las 6 di 6	en and affa		
Except as provided herein, all terms 15A, NAME AND TITLE OF SIGNE!		the document referenced to item 9A of		eretofore changed, remains unchanged an				-
SEE		C 1				, <i>,,</i>	*	
	<u>Chi</u>	effinancial Office						_
158 CONTRACTORADEPSACR	1	15C. DATE SIGNE	D			[¹	BC. DATE SIGNED	
	<u></u>	lahila					9/22/10	
	ortzed to sign)	ו אַרוואַלווי			etali.	DARD FOR	M 30 (REV. 10-83)	-
Previous edition unusable	,	, (Presa	ibed by GS	A .	
						48 CFŘ) 53.		

CONTIN	UATION SHEET HSCECR-09-D-00002/P00008				PAGE 2	OF 3
	EROR OR CONTRACTOR					1 -
	RPORATED SUPPLIES/SERVICES	QUANTI	YUNIT	UNIT PRICE	AMO	UNT
ITEM NO. (A)	(B)	(C)	(D)	(E)		F)
(b)(b),(b)(7)(E) (b)(b),(b)(7)(C) (b)(b),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)	2. No funding is being obligated on the ISAP II base contract award. All funding associated with the approved development work (\$42,000.00) will be applied to the base year task order award. 3. The Contracting Officer for ISAP II is hereby changed FROM					
	HSCECR-09-D-00002 remain unchanged.	.c.				
	CONTRACTOR STATEMENT OF RELEASE: In consideration of the modification agreed to herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this contract/order for further equitable adjustment attributable to such facts or circumstances giving rise to this adjustment.					
	Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536					
(b)(⊃)(E)	Accounting Info:	,				
	FOB: Destination Period of Performance: 11/06/2009 to 11/05/2014 Add Item 0006 as follows:			0.00		0.0
0006	This is a dummy CLIN which is being added to ISA II Contract# HSCECR-09-D-00002 for administrative purposes only in order to allow a CLIN to be added to the ISAP II Base Year Task Order numbered HSCECR-09-J-00040. Continued		EA	0.00		0.0
NSN 7546-01-1	52-4067		ı I	5	PTIONAL FORM 335 (ponsioned by GSA AR (46 CPR) 53.110	(4-86)

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CONTINUATION SHEET	HSCECR-09-D-00002/P00008	3	3

ST INCO	RPORATED					
TEM NO. (A)	supplies/services (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMÓI (1	UNT F)
	Contract/Task Order CLIN 0006 is being established to authorize development work on the AccuTrax case management system in order to allow participant legal stage exception reporting. All development work will be performed in accordance with the level of effort outlined in BI's proposal dated June 23, 2010. The cost of the required development work (\$42,000.19) will be funded via a modification to Task Order# HSCECR-09-J-00040. NOTE: No funding is being added to the ISAP II base contract. Obligated Amount: \$0.00					
7)(C) 7)(E) 7)(C) 7)(C)	The POCs associated with this contract modification are as follows: Contracting Officer/Deputy Assistant Director - (202) 732- and Contract Specialist - (202) 732-					

AMENDMENT OF SOLICITATION/MODIFI	CATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (Il applicable)
P00009	11/01/2010	192111EROHQATD003	, , , , , , , , , , , , , , , , , , , ,
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Co Immigration and Customs Enf Office of Acquisition Manag	mpliance orcement	ICE/Compliance & Removal/ Immigration and Customs E Office of Acquisition Mar 801 I Street NW,	/Compliance Enforcement
Washington DC 20536		Attn: Washington DC 20536	(2)(5),(
8. NAME AND ADDRESS OF CONTRACTOR (No., str.	eel, county, State and ZIP Gode)	(x) 9A. AMENDMENT OF SOLICITATION NO.	
BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377		98. DATED (SEE ITEM 11)	
		X HSCECR-09-D-00002	R NO.
		10B. DATED (SEE ITEM 13)	
0941609590000	FACILITY CODE	07/17/2009	
	11. THIS ITEM ONLY APPLIES TO	O AMENDMENTS OF SOLICITATIONS	
to the solicitation and this amendment, and is received ACCOUNTING AND APPROPRIATION DATA (If no See Schedule	equired)		
13. THS ITEM ONLY APPLIES TO	MODIFICATION OF CONTRACTS/DRD	ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) T	HE CHANGES SET FORTH IN ITEM 14 ARE MADE II	N THE CONTRACT
B. THE ABOVE NUMBERED CONTRA appropriation date, etc.) SET FOR	ACT/ORDER IS MODIFIED TO REFLEC THIN ITEM 14, PURSUANT TO THE A	CT THE ADMINISTRATIVE CHANGES (such as chang UTHORITY OF FAR 43.103(b).	ges in paying effice,
C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PURSUANT TO	DAUTHORITY OF:	
D. OTHER (Specify type of modification	~		
X Bilateral Modificat	ion Pursuant to Auti	nority of FAR 43.103(a)	
	x is required to sign this document	•	
OUNS Number: 094160959		Including solicitations/contract subject matter where to	asihle.)
THE PURPOSE OF MODIFICATION	P00009 IS AS FOLLOW	75:	
	tensive Supervision	HSCECR-09-D-0002 to contin Appearance Program (ISAP II	
To revise FAR Clause 52 SCECR-09-D-00002 to read as continued		(Contract Clauses) of Contr	ract#
Except as provided herein, all terms and conditions of 5A. NAME AND TITLE OF SIGNER (Type or print)	he document referenced in Item 9A or	10A, as heretofore changed, remains unchanged and it	
b)(7)(C)	crate (ontroll	<u>e</u> r	
	15C. DATE SIGNED		16C. DATE SIGNED
NSN 7540-01-152-8070		- <u>L</u>	STANDARD FORM 20 (PSV 40 92)
Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Proscribed by GSA FAR (48 CFR) 53.243

			
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NAME OF OFFEROR OR CONTRACTOR

BI INCORPORATED

ITEM NO.	SUPPLIES/SERVICES -	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	750 017 0				-
	"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 fifteen (15) days prior to the end of the contract period provided that the Government				
	gives the Contractor a preliminary written notice				
	of its intent to extend at least thirty (30) days	ŀ			
	before the contract expires. The preliminary	ŀ	l		
	notice does not commit the Government to an		ĺΙ		
	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		li		
	clause, shall not exceed sixty-six (66) months.				
	(End of Clause)"				
	3. No funding is being obligated on the ISAP II				
	3. No funding is being obligated on the ISAP II base contract. All required funding for ISAP II		H		
	services will be applied to the Option Year 1		ll		
	(FY-11) task order award.				
	,] ;			
	4. All other terms and conditions of Contract				
	HSCECR-09-D-00002 remain unchanged.				
	CONTRACTOR STATEMENT OF RELEASE: In		1		
	consideration of the modification agreed to	[ı
	herein, as complete equitable adjustment for the	ŀ	ll	!	
	changes specified, the contractor hereby releases	ŀ			<u> </u>
	Immigration and Customs Enforcement (ICE) from	}			
	any and all liability under this contract/order	İ	l		
	for further equitable adjustment attributable to				
	such facts or circumstances giving rise to this				
	adjustment.				
	Delivery: 30 Days After Award				
	Discount Terms:				
	Net 30				
	Delivery Location Code: ICE/ERO ICE Enforcement & Removal				
	Immigration and Customs Enforcement				
	801 I Street, NW			,	
(7)(0)					
	Washington DC 20536				
	FOB: Destination				
	Continued				
	i '				
			1		

			
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE	AMOUNT
1111	· ·	(6)	101	(E)	(F)
	Period of Performance: 11/06/2009 to 11/05/2014		1 1		
	Change Item 1001 to read as follows(amount shown				
	is the total amount):				
1001	COMPRESSOR MANAGEMENTS THE CONTROL OF THE	▎┌			(b)(4
1001	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management,	-	Т		
	oversight, reporting and quality control of the				
	ISAP II program to include on-site and off-site	ŀ			
	Contractor personnel. ISAP II personnel shall		1		
	comply with the Education/ Training/ Licenses/Certification Requirements outlined in] }		
	Section 6.2.3 of the SOW.			ļ	
		i			
	CLIN 1001 Option Year 1 Amount:	1			
	**************************************	i	1 1		
	Option Year 1 Period of Performance:		;		
	06 November 2010 through 05 November 2011				
	Obligated Amount: \$0.00				
	Accounting Info:				
E)					
	Funded: \$0.00				
	Accounting Info:				
E)					
				i	
	Funded: \$0.00			!	
	Change Item 1002 to read as follows (amount shown is the total amount):				
	is the total amounty:		1		
1002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):		EA	ļ	0
	mb. At				
	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e.	İ			
	PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for				
	each ISAP II participant in accordance with	İ			
	Sections 5.2.4.2 and 5.2.4.3 of the SOW. The	ł	1 1		
	requirements for each stage and corresponding levels of supervision will be provided under				
·	SLINs 1002A, 1002B, 1002C, 1002D, and 1002E.				
]			
i	Option Year 1 Period of Performance:			}	
	06 November 2010 through 05 November 2011 (Not Separately Priced)			ļ	
				ļ	
	Continued				
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CONTIN	UATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00009	•		·		PAGE 4	OF 9
	EROR ORCONTRACTOR RPORA TED	 -	-	•			. <u>.</u>
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTIT (C)	Y UNIT (D)	UNIT PRICE		AMOU I)	JNT F)
(b)(C)(E)	Accounting Info:	1	1				
	Funded: \$0.00						
(b)(7)(E)	Accounting Info:						
	Funcled: \$0.00			<u>'</u>			
	Change Item 1002A to read as follows (amount shown is the total amount):			,			
1002A	Pre-Order Supervision (PRE)						(b)(±)
	Fixed Unit Price The unit OEAO represents a Participant Day (PD)						
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.						
(b) (4)	CLIN 1002A OY 1 NTE Amount:						
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00						
(b)(C)(E)	Accounting Info:						
	Funded: \$0.00						
(b)(7)(E)	Accounting Info:						
······································							
	Funded: \$0.00						
	Change Item 1002B to read as follows (amount shown is the total amount):	١		!			
1002B	Post-Order Supervision (POST)					······································	(b)(4)
	Fixed Unit Price The unit OEAO represents a Participant Day (PD)				<u> </u>		
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Continued	-					
			}				
					OPTIONAL	FORM MO	4 001

CONTIN	WATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00009	•			PAGE OF
	FEROR OR CONTRACTOR				
BI INCO	RPORA TED				
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMCUNT (F)
	Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.				
ı	CLIN 1002B OY 1 NTE Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00				
Τ.	Accounting Info:	li e			
E) 					
	Funded: \$0.00				
Œ)	Accounting Info:				
	Funded: \$0.00			·	
	Change Item 1002C to read as follows(amount shown is the total amount):			į	
1002C	Appeal Period Supervision (Appeal)	▎ ┌			
	Fixed Unit Price The unit DEAD represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.				
	CLIN 1002C OY 1 NTE Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00				
τ,	Accounting Info:				•
(E) 					
1	Funded: \$0.00				
Τ.	Accounting Info:				
E) 					
	Funded: \$0.00				
l	Continued				
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	FEROR OR CONTRACT	TOR	-			, <u>, , , , , , , , , , , , , , , , , , </u>
ITEM NO.		SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)		AMOUNT (F)
	Change Item	1 1002D to read as follows(amount shown al amount):				
1002D	Fixed Unit	nably Foreseeable Removal (RFR) Price CAD represents a Participant Day (PD)			***************************************	(b)(c)
	and report POCR-Reason	tor shall administer, monitor, track, ISAP II participants in the ably Foreseeable Removal (RFR) stage are with Section 5.2.4.3.4 of the SOW.			·	
o(=)	CLIN 1002D	OY 1 NTE Amount:				
	06 November	1 Period of Performance: 2010 through 05 November 2011 mount: \$0.00				
VEVEN	Accounting	Info:				
)(7)(E) 						
0(7)Œ) 	Funded: \$0. Accounting		; 			
	Funded: \$0.	00				
	Change Item	1002E to read as follows(amount shown amount):				
1002E	POCR-Non-Fo Removal (NF Fixed Unit	R)				
	The Contractand report POCR-Non-Fo	tor shall administer, monitor, track, ISAP II participants in the reseeable Removal (NFR) stage in with Section 5.2.4.3.5 of the SOW.		:		
)(-)	CLIN 1002E	OY 1 NTE Amount:				
	06 November	1 Period of Performance: 2010 through 05 November 2011 mount: \$0.00				
				ŀ	i	
!						

(b)(4)

NSN 7640-01-152-6067

CONTIN	HSCECR-09-D-00002/P00009				PAGE OF
VAME OF OF	FEROR OR CONTRACTOR PROPORA TED			-	, <u>, </u>
ITEM NO.	SUPPLIES/SERVICES	QUANTITO	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Accounting Info:				
	TOUGHT STATE OF THE STATE OF TH]	
				[
	Funded: \$0.00				
3)	Accounting Info:			ŀ	
	Funded: \$0.00				
	Change Item 1003 to read as follows(amount shown				
	is the total amount):				
1003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINS):		EA		0
	The Contractor shall provide Electronic Monitoring (EM) services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 1003A, 1003B, and 1003C.				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 (Not Separately Priced)				
	Accounting Info:				
	Funded: \$0.00 Accounting Info:				
3	Accounting into.			i	
		ļ			
	Funded: \$0.00				
	Change Item 1003A to read as follows(amount shown is the total amount):				
1003A	EM Telephonic Reporting (TR) Fixed Unit Price The unit DEAD represents a Participant Day (PD)	<u> </u>	<u> </u>		\$\frac{\partial \text{\text{\$\ext{\$\text{\$\exititt{\$\text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\}\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\tex{
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR Continued				

CONTINUATION SUSET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAĢE (OF.
CONTINUATION SHEET	HSCECR-09-D-00002/P00009	8	9

TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	דואט (D)	UNIT PRICE (E)	AMOUNT (F)
	supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 1003A OY 1 NTE Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00		:		
	Accounting Info:				
	Funded: \$0.00 Accounting Info:				
	Funded: \$0.00				
	Change Item 1003B to read as follows (amount shown is the total amount):				
03B	EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit DEAD represents a Participant Day (PD)	[
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 1003B OY 1 NTE Amount:				
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00				
	Accounting Info:				
	Funded: \$0.00 Accounting Info:				
	Continued				

CONTIN	WATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00009				PAGE 9	OF 9
	FEROR OR CONTRACTOR RPORA TED				'	<u> </u>
ITEM NO.	SUPPLIES/SERVICES	QUANTIT	/ NINIT	UNIT PRICE	AMOL	
(A)	(B)	(C)	(D)	(E)		F)
	000000 Funded: \$0.00			-	• .	
	Change Item 1003C to read as follows(amount shown is the total amount):			!		
1003C	EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit DEAD represents a Participant Day (PD)	<u> </u>				(b)(÷
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.					
-)	CLIN 1003C OY 1 NTE Amount:					
	Option Year 1 Period of Performance: 06 November 2010 through 05 November 2011 Obligated Amount: \$0.00					
7)(E) 	Accounting Info:					
7) (E)	Funded: \$0.00 Accounting Info:					
	Funded: \$0.00					
ı	FOR INQUIRIES RELATED TO THIS MODIFICATION PLEASE CONTACT:					
ϐ),(৳)(ጉ)(C) ϐ),(৳)(ጉ)(C) 	Phone: (202) 732 @dhs.gov.					
5),(b)(7)(C) 5),(b)(7)(C) 5),(b)(7)(C)	Phone: (202) 732 Email:					
		ı				
		i				

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REG. NO	5 PROJECT NO (If applicable)
P00010	12/17/2010		
6 ISSUED BY	CODE ICE/CR/COMPLIANCE	7 ADMINISTERED BY (if other than flom 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal	/Compliance	1CE/Compliance & Removal	/Compliance
Immigration and Customs		Jamigration and Custems	
Office of Acquisition Ma	nagement —	Office of Acquisition Ma	nagoment
Washington DC 20536		Atta:	(E)(5);(b)
		Washington DC 20536	
8 NAME AND ADDRESS OF CONTRACTOR (N	g , street county, State and ZIP Code!	(x) 9A AMENDMENT OF SOLICITATION NO	
BI IMCORPORATED			
6400 LOOKOUT ROAD		96 DATED (SEE (TEM 11)	
BOULDER CQ 803013377			
		10A MODIFICATION OF CONTRACT/ORDI	ER NO
		h Hardedk-Kith Indiana	
		106 DATED (SEE ITEM 13)	
CODE how chasaning	FACILITY CODE	1017/17/3 1	
0941609590000 	,	TO AMENDMENTS OF SOLICITATIONS	
The above numbered solicitation is antended a			extended is not extended
		the solicitation or as amended, by one of the following	
Items 8 and 15, and returning		wiedging recept of this amendment on each copy of the	- · · · -
		tumbers FAILURE OF YOUR ACKNOWLEDGEMENT	- · ·
		ID DATE SPECIFIED MAY RESULT IN REJECTION C	
 virtue of this amendment you desire to change to the solicitation and this amendment, and is a 		ay be mada by telogram or letter, provided each tologr. specified	am or letter makes reference
12 ACCOUNTING AND APPROPRIATION DAT			
See Schedule			
13. THIS ITEM ONLY APPLIE	S TO MODIFICATION OF CONTRACTS/OR	DERS. IT MODIFIES THE CONTRACT/ORDER NO. A	S DESCRIBED IN ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS IS ORDER NO IN ITEM ICA	SUED PURSUANT TO (Specify authority)	THE CHANGES SELFORTH IN ITEM 14 ARE MADE	IN THE CONTRACT
B THE ABOVE NUMBERED CO	INTRACTIONDER IS MODIFIED TO REFLI	—	nges in paying office
X	7 OKTANIA TO THE	AUTHORITY OF TAKING LOSS.	
C THIS SUPPLEMENTAL AGRI	EEMENT IS ENTERED INTO PURSUANT	TO AUTHORITY OF	
D OTHER (Specify type of modi	haston and autombs		
S Sweet (open, type in miss.	and the second s		
E. IMPORTANT: Contractor × is	and is required to sign this documen	t and return copies to like is	sturing office
14 DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UCF section heading	s including solicitation/contract subject matter where i	(easible)
DUNS Number: 094160959			
* MODIFICATION FOOCIS IS	BEING ICQUED FOR APMI	NISTRATIVE PURFOSES ONLY.**	
THE PURPOSE OF MODIFICAT:	ION PETGIO IS AS FOLLO	WS:	
STEEn anima immadiatale.	ab et a	eplaceus_t	he Contraction 0000
		eprace <u>asi</u> asi tek order	
			· ·
TC, to include Assistantion for	-0-00040 Aid HSbbbb-11	-2-00001. Pollowing is the	: contact
#Rene: (201) 732 Continued			
Except as provided herein, all terms and condition	ins of the document referenced in tion 9A o	r 10A, as heretofore changed remains unchanged and	t in full force and effect
15A NAME AND TITLE OF SIGNER (Type or pr	nat)	16A NAME AND TIFLE OF CONTRACTING C	DEFICER (Type or punt)
e)(T)(C)			
15B CONTRACTOR/OFFEROR	HE DATE SIGNE	t)t)	160 DATE SIGNED
			20 DEC 2010
(Signature of person authorized to sign)		Officer)	
NSN 7540-01-152-8070 Prévious edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA
			FAR (48 CFR) 53 243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE C)F
	HSCECR-09-D-00002/P00010	2	2

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOL	
(A) (C)	(B)	(C)	(D)	(E)	(1	F)
)(C)	Fax: (202) 732- Email: dhs.gov					
	The Contract Specialist for the ISAP II contract					
)(C)	is					
)(C))(C)	can be reached at 202-732 or edhs.gov.					
	All other terms and conditions of Contract No.					
	HSCECR-09-D-00002 remain unchanged. Period of Performance: 11/06/2009 to 11/05/2014					
				•		
			1			

AMENDMENT OF	F SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE		PAGE OF	PAGES
2. AMENDMENT/MOD	DIFICATION NO.	13 EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	Q. NO. 5. F	PROJECT NO	2 . (If applicable)
P00011	on loverion no.	01/21/2011			·	. , ,
6. ISSUED BY	CODE		7 ADMINISTERED BY (If other to	han Item 6) CO	DE ICE/	CR/COMPLIANCE
Immigration		mpliance orcement	ICE/Compliance & Immigration and C Office of Acquist 801 I Street NW, Attn:	Customs Enfor	oliance cement	(b)(6),(b) (b)(6),(b)
O NAME AND ADDD	ESS OF CONTRACTOR (No., stree	of sounds State and 7ID Code	Washington DC 205			
BI INCORPORA 6400 LOOKOU BOULDER CO	ATED T ROAD	, wany, state and En Soudy	9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF COL X HSCECR-09-D-000	NTRAGT/ORDER NO .		
CODE 004160	09590000	FACILITY CODE	07/17/2009			
034100	<u> </u>	11. THIS ITEM ONLY APPLIES TO	D AMENDMENTS OF SOLICITATIONS	5		
virtue of this amend to the solicitation at 12. ACCOUNTING AI See Schedul	dment you desire to change an off nd this amendment, and is receive ND APPROPRIATION DATA (If re Le	OFFERS PRIOR TO THE HOUR AND er already submitted, such change may do prior to the opening hour and date spanited) MODIFICATION OF CONTRACTS/ORD	y be made by telegram or letter, provin pecified.	led each telegram or lett	er makes refe	rence
OF	RDER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) T				
X		CTIORDER IS MODIFIED TO REFLEI H IN ITEM 14, PURSUANT TO THE A NT IS ENTERED INTO PURSUANT TO		5 (such as changes in pa	aying oince,	
D. O1	THER (Specify type of modification	n and authority)				
E. IMPORTANT:	Contractor X is not,	is required to sign this document	and returnO	copies to the issuing off	ice.	
DUNS Number	: 094160959	(Organized by UCF section headings				
THE PURPOSE	OF MODIFICATION	P00011 IS AS FOLLOW	NS:			
Officer's T	_	shall repl ntative (COTR) for t against it, to inclu	the ISAP II Contrac	t No. HSCECR		00002
Continued .	g Officer's Techn	shall replace ical Representative			ct No.	
15A. NAME AND TIT	nerein, all terms and conditions of LE OF SIGNER (Type or print)	the document referenced in Item 9A or	10A, as heretofore changed, remains 16A NAME AND TITLE OF CO			
),(b)(7)(C)						
15B. CONTRACTOR		15G DATE SIGNED		Officer)		5C. DATE SIGNED 21 JAN 2011
NSN 7540-01-152-80 Previous edition unu		l <u> </u>		STAN Presc	IDARD FORM ribed by GSA (48 CFR) 53.2	

CONTINUATION SHEET HSCECR-09-D-00002/P00011 2 2			PAGE	OF.
	CONTINUATION SHEET	HSCECR-09-D-00002/P00011	2	2

NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	HSCECR-09-D-00002 and all task orders issued against it, to include HSCECR-09-J-00040 and HSCECR-11-J-00001.				
o)(6),(b)(7)(C) o)(6),(b)(7)((b)	Following is the contact information for and				·
o)(6),(b)(7)(C) o)(6),(b)(7)(C) o)(6),(b)(7)(C)	COTR 202-732 (Desk) 202-207 (Cell) Pdhs.gov				
o)(6),(b)(7)(C) o)(6),(b)(7)(C) o)(6),(b)(7)(C)	(ACOTR) 202-492 (Cell) dhs.gov				
5)(6),(b)(7)(C) 5)(6),(b)(7)(C) 5)(6),(b)(7)(Č)	The Contracting Officer and Contract Specialist for the ISAP II Program remain the same. (CO) can be reached at (202) 732- or @dhs.gov.				(මාරමා,ලා:(7):C
(0)(7)(0),(0)(0)	Jackson-Harris (CS) can be reached at 202-732- dhs.gov.				
	All other terms and conditions of Contract# HSCECR-09-D-00002 remain unchanged.				
	Period of Performance: 11/06/2009 to 11/05/2014				
NOW 7540 O1 45					OTTIONAL COURT 446 (4 DB)

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
	04/29/2011	1	
PC0013 6. ISSUED BY	COUE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (if other than Item 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal		ICE/Compliance & Removal	l/Compliance
Immigration and Customs	Enforcement	Immigration and Customs	Enforcement
Office of Acquisition Ma	nagement	Office of Acquisition Ma	anaqement
801 I Street NE.		801 I Street NW,	(5),(6)
Washington DC 20536		Attn: Washington DC 20536	
8 NAME AND ADDRESS OF CONTRACTOR (No. street county, State and 21P Code)	(x) GA AMENDMENT OF SOLICITATION NO.	
BI INCORPORATED 6400 LOOKOUT ROAD		98. DATED (SEE (TEM 11)	
SOULDER CO 803013377		× HSCECR - 09-0-00002	DER NO.
		Haceck-09-15 00002	
		108. DATED (SEE ITEM 13)	
CODE 0941609590000	FACILITY CODE	07/17/2009	
		AMENDMENTS OF SOLICITATIONS	
The above numbered soficilation is amended	as set forth in Item 14. The hour and date spe-		s extended. [] is not extended
Offers must acknowledge receipt of this amor	adment print to the hour and data specified in th	ne solicitation or as amended, by one of the followin	ng methods: (a) by completing the offer submitted: or (c) (b)
Items 8 and 15, and returning	capies of the amendment; (b) By acknow	ledging receipt of this amendment on each copy of	TTO BE RECEIVED AT
THE BLACE DEPICHATED FOR THE BECK	HOT AC ACCEDS PRIAR TO THE HOUR AND	nibers FAMLURE OF YOUR ACKNOWLEDGEMEN DATE SPECIFIED MAY RESULT IN REJECTION	OF TOUR OFFER, II by
virtue of this amendment you desire to chang	e an offer already submitted, such change may	be made by telegram or letter, provided each teleg	gram or letter makes reference
to the solicitation and this amendment, and is 12. ACCOUNTING AND APPROPRIATION DA	received prior to the opening hour and data sp	00 1104	
12. ACCOUNTING AND APPROPRIATION DA See Schedule	(Admisquire)		
13. THIS ITEM ONLY APPLE	ES TO MODIFICATION OF CONTRACTS/ORD	ERS. IT MODIFIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN ITEM 14.
		IE CHANGES SET FORTH IN ITEM 14 ARE MAD	
B. THE ABOVE NUMBERED C appropriation date, etc.) SE	ONTRACT/ORDER IS MODIFIED TO REFLEC T FORTH IN ITEM 14, FURSUANT TO THE AI	OT THE ADMINISTRATIVE CHANGES (such as ch UTHORITY OF FAR 43 109(b).	anges in paying office.
C. THIS SUPPLEMENTAL AGE	REEMENT IS ENTERED INTO PÜRSUANT TO	AUTHORITY OF:	
D. OTHER (Spearly type of mo			- · · · · · · · · · · · · · · · · · · ·
	MENT OF THE PARTIES	1	iecuino office
	is not. is required to sign this document	·	issuing office.
	CATION (Organized by UCF section headings,	including solicitation/contract subject matter where	ę teasible.)
DUNS Number: 094160959		10	
THE PURPOSE OF MODIFICAT	TION P00013 IS AS FOLLOW	!5:	
A. In accordance with A	Appendix B (Nationwide F	rogram Expansion Requirem	ments) of the ISAP
II Statement of Work, it	is the Government's in	tent to expand its ISAP I	l coverage to
aditional Field Office/S	Sub-Office locations by	authorizing BI Incorporat	ed to assign
contractor personnel to	the Tampa, FL Sub-Offic	e. The Tampa, FL Sub-Off	Tice shall require
"Government-Site" service			
Per Section H.4 (Procedu	ire for Activation of Ac	iditional ISAP II Field Of	ffice/Sub-Office
		I Incorporated has no mor	
Continued		-	
(Εχέρρι as provided h	ment referenced in Item 9A or	13A, as heretofore changed, remains unchanged a	and in full force and effect.
15A, NAME AND TIT		16A NAME AND TITLE OF CONTRACTING	
now conhorate Co	Mérallon		
	15C DATE SIGNED		16C DATE SIGNED
(C)			
	4-29-11	cer	29 APR 2011
MCN 2540 01 102 0020	, =,,,,	car	STANDARD FORM 30 (REV. 10-83)
NSN 7540-01-152-8070 Previous edition unusable			Prescriped by GSA FAR (48 CFR) 53:243

		PAGE	OF	
	REFERENCE NO. OF DOCUMENT BEING CONTINUED			2
CONTINUATION SHEET	HSCECR-09-D-00002/F00013	12	ㅗ	<u> </u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT (F)
(A)	(B)	\ <u>``</u> -	 		
	calendar days from receipt of an authorization			l	
	letter signed by the ISAP II Contracting Officer	ļ	1 1		
	to commence ISAP II services and fulfill all SOW		1 1		
	requirements at the Tampa, FL Sub-Office. This		l l		
	modification shall serve as the Contracting	ļ		l	
	Officer's authorization letter. Accordingly, BI	1	1)		
	shall be prepared to commence ISAP II services at				
	the aforementioned "Government-Site" no later	1	1]	
	than Thursday, May 26, 2011.		1 1		
	then married, may any and		1 1		
	The location of the Tampa, FL Government-Site is	l	1 1	,	
	as follows:	1	1 1		
			1 1		
	5524 W. Cypress Street				
	Tampa, FL 33607		1 1		
		1	1 1		
	B. To correct language included in Modification	1			
	P00012 dated February 11, 2011 under Item B(2)				
	regarding "Employment Verification Checks" as	1	1 1		
	follows:		1		
	an and a few for homely shapped to		1 1	ļ	
	The reference to "Bullet #4" is hereby changed to				
	read "Bullet #5".		1 1		
		ĺ			
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT#		11		
	HSCECR-09-D-00002 REMAIN UNCHANGED.		1		
	HOODEN AS B SOOR MILLION TO SHARE	•		•	
		1		ŀ	
	CONTRACTOR STATEMENT OF RELEASE: In	1	1 1		
	consideration of the modification agreed to		1 }		
	herein, as complete equitable adjustment for the	1	1 !	ì	
	changes specified, the contractor hereby releases		1 1		
	Immigration and Customs Enforcement (ICE) from				
	any and all liability under this contract/order		1 1	1	
	for further equitable adjustment attributable to	1	1 1		
	such facts or circumstances giving rise to this	1	1 1		
	adjustment.		1 1		
			11		
		1		[
	For inquiries related to this action, please	1		!	
	contact the following ICE/OAQ personnel:	1		ļ.	
				İ	
(7)(C)	Contracting Officer	1		1	
(7)(6)	Phone: 202) 732	1			
(7)(E)	Email: dhs.gov				
(3)(0)	Sr. Contract	1		1	
	Specialist				
(T)(C)	Phone: 202-732-		1 1	1	
	Continued				
	Continued				
			4 1		
]	1	
	· ·	ı	1 1	1	

CONTINI	JATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00013				1	AGE C) 3
NAME OF OFF BI INCO	EROR OR CONTRACTOR			<u> </u>			
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)		AMOU (F	
(b)(6),(b),(*,(c),	Email: dhs.gov.				••		
	The Program Office POCs for this action are as follows:						
(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)	COTR 202-732- (Desk) 202-207- (Cell) dhs.gov						
(b)(6),(b)(7)(C) (b)(6),(b)(7)(C) (b)(6),(b)(7)(C)	(ACOTR) 202-492- (Cell) 2dhs.gov						
	Period of Performance: 11/06/2009 to 11/05/2014						
		:		:			
					!		
					:		

# REMINISTRATION NO DESCRIPTION NO D		In Approximate Base	14 REQUISITION/PURCHASE REGI NO	S. PROJECT NO. (if applicable)
CENTER DESCRIPTION CONTROL CON	2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 Regulation of the first the	
ICE/Compliance & Retroval/Compliance Intigration and Customs Enforcement Office of Acquisition Bundagement Office of Office			7. ADMINISTERED BY (If other than Item 5)	CODE ICE/CR/COMPLIANCE
TITULISTER LONG AND COUNTS AND MARRISMENT SERVICES AND MARRISMENT SERVICES TO CHARACTORDISM MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT SERVICES AND MARRISMENT OF THE ALL PROPRIES OF MARRISMENT OF	E. 1000112 47	TOLY GIO EGINE BINNOL		
OFFICE of A Aquitation Management 801 Street NA 802 Street NA 803 Street NA 803 Street NA 804 Street NA 805 Street	Turigration and Customs	nforcement	Immigration and Customs	Enforcement
SOT I SCHOOL NO. 20536 BRANK AND ADDRESS OF COMMANDIOR Pile. Direct execut, said and pile cleans OF A ADDRESS OF COMMANDIOR Pile. Direct execut, said and pile cleans OF A ADDRESS OF COMMANDIOR Pile. Direct execut, said and pile cleans OF A ADDRESS OF SOT CATALOR NO. DE CONCOURT ROAD COLLOCK OFF ROAD COLLOCK OF	Office of Acquisition Mar	nagement		
Nashington DC 20336 Nashingto	801 I Street NW.			
IL TINCORPORATED SIGN LONGOND SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CO 803013377 ****CONTROLLED SOAD OCHIDER CONTROL	Washington DC 20536			(c)(c)
SIL TINCORPORATED SIGNATURE TO 803013377 SIGNATURE TO 80301377 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO 8030137 SIGNATURE TO	B. NAME AND ADDRESS OF CONTRACTOR (III	a , street, county, State and EtP Codel		
SCORE LOCKOUT SOAD SCILLDER CO 803013377 SCILLDER CO 80301377 SCILLDER CO 8				
GOULDER CO 803013377 Control Contro			96 DATED (SEE ITEM 11)	
The above numbered selections a smeaded as self-term in the NT The New and date specified for record of the self-term of the			1 !	
The above numbered solicitions a smeaned as so form in low 14. The hour and size specified in the process of the smeaned specified in the smeaned as so form in low 14. The hour and size specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the process of the smeaned specified in the smeaned speci	Julius Garages			DER NO.
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CONTINUATION SHEET HSCECR-09-D-00002/P00014	2	3

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY (C)	(D)	UNIT PRICE	(F)
(A)	(B)	(0)	["/		
	calendar days from receipt of an authorization			į	
	letter signed by the ISAP II Contracting Officer	ŀ			
	to commence ISAP II services and fulfill all SOW		l		
	requirements at the Marlton, NJ and Bakersfield,		1		
	CA Sub-Office. This modification shall serve as				
	the Contracting Officer's authorization letter.				
	Accordingly, BI shall be prepared to commence	ļ	1 1		
	ISAP II services at the aforementioned		i I		
	"Government-Sites" no later than Friday, June 17,		1 1	1	
	2011.	ļ		j	
	[2011.				
	The location of the Marlton, NJ Government-Site			•	
	is as follows:				
	is as forfows;				
(7)(C)	406 Lippincott Drive,	1			
	Marlton, NJ 08053				
	PRITION, NO OCCU]			
	The location of the Bakersfield, CA	1			
	Government-Site is as follows:		1		
	GOVERNMENT DICE IS AS ISLESS.				
	800 Truxton Avenue				
	Bakersfield, CA 93301				
	Bunctiffe 23, dr. FFFF	i			
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT#		1 1		
	HSCECR-09-D-00002 REMAIN UNCHANGED.		1 1		
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			1 1		
	CONTRACTOR STATEMENT OF RELEASE: In	1			
	consideration of the modification agreed to				
	herein, as complete equitable adjustment for the		1 1		
	changes specified, the contractor hereby releases		11		
	Immigration and Customs Enforcement (ICE) from		11		
	any and all liability under this contract/order		Ιi		
	for further equitable adjustment attributable to		11		
	such facts or circumstances giving rise to this				
	adjustment.				
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			1		
	For inquiries related to this action, please		1		
	contact the following ICE/OAQ personnel:			Į	
(7)(0)	Contracting Officer	[ĺ	
(-)(6)					
(1)(C)	Phone: 202) 732-			l	
	Email: dhs.gov				
(7)(0)	Sr. Contract			i	
,	Specialist	1		1	
(T)(C)	Phone: 202-732-	1		1	
(7)(C)	Email: dhs.gov.			- 1	
	Continued	1		- 1	
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CONTINUATION SHEET	HSCECR-09-D-00002/F00014	3	3
MAKE OF OFFEROR OR CONTRACT			

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT (F)
İ	The Program Office POCs for this action are as follows:				
	·				
(C)	COTR			i	
(67	202-732- (Desk) 202-207- (Cell)				
(C)	ldhs.gov		Ιi		
(C)	(ACOTR)		ll		
(e;	202-492- (Cell)				
(C)	edhs.gov		ll		
	Period of Performance: 11/06/2009 to 11/05/2014			1	
	Period of Periodadnee. 11/00/2005 to 11/05/2014			1	
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OPTIONAL FORM 338 (4-86) Sponsored by GSA FAR (48 CFR) 53.110

			4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
2 AMENDMENT/MODIF	FICATION NO.	3. EFFECTIVE DATE	A, REGUISITION/PORGHASE REG. NO.	b. PROJECT NO. In apparable)
P00015 6.ISSUED BY	CODE	06/38/2011 ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
•	ice & Removal/Com		ICE/Compliance & Removal/	<u> </u>
rce/compilan Immigration	and Customs Enfo	rcement	Immigration and Customs E	Inforcement
Office of Ac	quisi <u>tion Mana</u> ge		Office of Acquisition Man	nagement T
801 I Street			801 I Street NW,	(b)(6
Washington D	C 20536		Attn: Washington DC 20536	(E)(E
8. NAME AND ADDRES	SS OF CONTRACTOR (No., street	i, county, State and ZIP Code)	(x) 9A AMENDMENT OF SOLICITATION NO.	
			H	
I INCORPORA:			9B. DATED (SEE ITEM 11)	
GULDER CO 8			1 1	
			10A MODIFICATION OF CONTRACT/ORDER	R NO.
			* HSCECR-09-D-00002	
			10B. DATED (SEE ITEM 13)	
CODE		TFACILITY CODE	-	
CODE 0941609	9590000		07/17/2009	
			AMENDMENTS OF SOLICITATIONS Tis ex	xtanded. Dis not extended.
The above numbered Monatage is um engle	edua receipt of this emandment of	orth in Item 14. The hour and date spec prior to the hour and date specified in th	e solicitation or as amended, by one of the following n	nethods: (a) By completing
liems 8 and 15, and r	returnino co	pies of the amendment; (b) By acknowl	edging receipt of this amendment on each copy of the	offer submitted; or (c) By
THE DI ACE DESIGN	NATED FOR THE RECEIPT OF (OFFERS PRIOR TO THE HOUR AND I	ibers. FAILURE OF YOUR ACKNOWLEDGEMENT T DATE SPECIFIED MAY RESULT IN REJECTION OF	YOUR OFFER. If BY
virtue of this emendm	nent you destre to change an offe	er already submitted, such change may	be made by telegram or lellor, provided each telegran	n or letter makes reference
to the solicitation and	l this emendment, and is received	d prior to the opening hour and date sp	SCRIBE.	
12.ACCOUNTING AND See Schedule	O APPROPRIATION DATA (II rec	(ureu)		
13. 7	THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORDE	RS. IT MODIFIES THE CONTRACT/GROER NO. AS	DESCRIBED IN ITEM 14.
CHECK ONE A THIS	S CHANGE ORDER IS ISSUED (DER NO. IN ITEM 10A.	PURSUANT TO: (Specify authority) Th	IE CHANGES SET FORTH IN ITEM 14 ARE MADE II	
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QRC	ER NO. IN ITEM 10A.			N THE CONTRACT
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REFERENCE NO. OF DOCUMENT BRING CONTINUED CONTINUATION SHEET PAGE OF HSCECR-09-D-00002/P00015 2 3 NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT (A) (B) (C) (D) (E) $\{F\}$ calendar days from receipt of an authorization letter signed by the ISAP II Contracting Officer to commence ISAP II services and fulfill all SOW requirements at the Charleston, SC Sub-Office. This modification shall serve as the Contracting Officer's authorization letter. Accordingly, BI shall be prepared to commence ISAP IT services at the aforementioned "Government-Site" no later than Monday, July 18, 2011. The location of the Charleston, SC Government-Site is as follows: 177 Meeting Street, (b)(6),(b)(7)(C)Charleston, SC 29401 ALL OTHER TERMS AND CONDITIONS OF CONTRACTE HSCECR-09-D-00002 REMAIN UNCHANGED. CONTRACTOR STATEMENT OF RELEASE: In consideration of the modification agreed to herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this centract/order for further equitable adjustment attributable to such facts or circumstances giving rise to this adjustment. For inquiries related to this action, please contact the following ICE/OAQ personnel: (b)(6),(b)(7)(C)Contracting Officer (b)(6),(b)(7)(0) Phone: 2021 732 (b)(6),(b)(7)(C) Email: dhs.gov (%)(%),(%)(7)(C) Sr. Contract Specialist (b)(6),(b)(7)(C) Phone: (b)(6),(b)(7)(C). Email: hs.gov. The Program Office POCs for this action are as follows: (b)(6),(b)(7)(C)COTR (b)(6),(b)(7)(C) 202-732 (Desk) 202-207-(Cell) Continued ...

> OPTIONAL FORM 336 (A-RS) Sponsored by GSA FAR (48 CFR) 53,113

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AMENDMENT OF SOLICITATION/MOD	DIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
		4 REQUISITION/PURCHASE REQ NO	1 7 7 15. PROJECT NO (If applicable)
2. AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REGUISTION ORGINAL REG NO	o. Thousand in appropria
P00017 6 ISSUED BY C	See Block 16C	7 ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/ Immigration and Customs E Office of Acquisition Mar	Compliance Inforcement	ICE/Compliance & Remova Immigration and Custems Office of Acquisition M 801 & Street NW,	1/Compliance Enforcement
Washington DC 20536		Attn: Washington DC 20536	\(\frac{\i\ck}\)}}}}}}}}}\) \end{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\frac{\(\cki\ck}\)}}}}} \end{\(\frac{\(\frac{\incitita\ck}}}}}} \end{\(\frac{\(\frac{\incitita\ck}}}}} \end{\(\frac{\(\frac{\incitita\ck}}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitta\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitta\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\(\frac{\incitita\ck}}} \end{\incitita\ck}} \end{\(\frac{\incitita\ck}}} \end{\incitita\ck}} \end{\(\frac{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck}} \end{\incitita\ck} \end{\incitita\ck}} \end{\incitta\ck}} \end{\incitta\ck}} \end{\incitita\ck}} \end{\incitta\ck}} \end{\incitita\ck}} \incitta
8 NAME AND ADDRESS OF CONTRACTOR (No	, street, county, State and ZIP Code)	(x) 9A AMENDMENT OF SOLICITATION NO.	
BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377		98 DATED (SEE ITEM 11)	TOTAL NO.
		× HSCECR-09-D-00002	DER NO
CODE 0941609590000	FACILITY CODE	100 DATED (SEE ITEM 13) 07/17/2009	
0000KCK0017FG0		5 AMENDMENTS OF SOLICITATIONS	
to the solicitation and this amendment, and is responsible ACCOUNTING AND APPROPRIATION DATA See Schedule	eceived prior to the opening hour and date sp A (If required)		
13. THIS ITEM ONLY APPLIES	S TO MODIFICATION OF CONTRACTS/ORD	ERS. IT MODIFIES THE CONTRACT/ORDER NO.	AS DESCRIBED IN ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED ORDER NO. IN ITEM 10A.	SUED PURSUANT TO (Specify authority) 3	HE CHANGES SET FORTH IN ITEM 14 ARE MAD	DE IN THE CONTRACT
В ТНЕ ABOVE NUMBERED CO appropriation date, etc.) SET	NTRACT/ORDER IS MODIFIED TO REFLECTORTH IN ITEM 14, PURSUANT TO THE A	CT THE ADMINISTRATIVE CHANGES (such as cl UTHORITY OF FAR 43 103(b)	hanges in paying office,
C THIS SUPPLEMENTAL AGRE	EMENT IS ENTERED INTO PURSUANT TO	D AUTHORITY OF	
D OTHER (Specify type of modil			
X FAR 52.217-9 6		erm of the Contract (MAR	
		and return copies to the	
DUNS Number: 094160959		including solicitation/contract subject matter when	
**MODIFICATION PROOF 15	BEING 1920FD FOR WENT	VISITATIVE VOICOSES SHIFT	
THE PURPOSE OF MODIFICAT	ION P00017 IS AS FOLLOW	15:	
52.217-9, to continue pro	ofessional support serv	. HSCECR-09-D-0002, in acc vices for the Intensive So November 6, 2011 through	upervision
		II base contract. All rev Year 2 (FY-12) task orde	
		10A, as heretofore changed, remains unchanged	
15A NAME AND TITLE OF SIGNER (Type or pa	rinl)	16A NAME AND TITLE OF CONTRACTIN	G OFFICER (Type or pant)
),(b)(7)(C) 			
15B CONTRACTOR/OFFEROR	15C DATE SIGNED		16C DATE SIGNED 2/ OCT 201
(Signature of person authorited to sign		Dffice	
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NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	TINU (D)	UNIT PRICE (E)	AMOUNT (F)
	3. All other terms and conditions of Contract				_
	HSCECR-09-D-00002 remain unchanged.				
	CONTRACTOR STATEMENT OF RELEASE: In consideration of the modification agreed to	1		İ	
	herein, as complete equitable adjustment for the				
	changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from	İ			
	any and all liability under this contract/order				
	for further equitable adjustment attributable to such facts or circumstances giving rise to this				
	adjustment.				
	Discount Terms:				
	Net 30				
3)	Accounting Info:				
		[
	TOD. Deskieskies	1			
	FOB: Destination Period of Performance: 11/06/2009 to 11/05/2014				
	Change Item 2001 to read as follows(amount shown is the total amount):				
2001	CONTRACT MANAGEMENT - The Contractor shall	▎┌			(t)
	provide all contractual and program management,				
	oversight, reporting and quality control of the ISAP II program to include on-site and off-site]			
	Contractor personnel. ISAP II personnel shall		1		
	comply with the Education/ Training/ Licenses/Certification Requirements outlined in				
	Section 6.2.3 of the SOW.		1 1		
	CLIN 2001 OY 2 Amount:				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012				
	Obligated Amount: \$0.00			ļ	
	Change Item 2002 to read as follows(amount shown			1	
	is the total amount):				
2002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINS):	-	EΑ		
	Continued				
SN 7540-01-15					OPTIONAL FORM 336 (4-86)

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CONTINUATION SHEET	HSCECR-09-D-00002/P00017	3	7

NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(A)	The Contractor shall administer, monitor, track, and report various stages of supervision (i.e.		(5)	(5)	
	PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for each ISAP II participant in accordance with				
	Sections 5.2.4.2 and 5.2.4.3 of the SOW. The requirements for each stage and corresponding levels of supervision will be provided under SLINs 2002A, 2002B, 2002C, 2002D, and 2002E.				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 (Not Separately Priced)				
	Change Item 2002A to read as follows(amount shown is the total amount):				
2002A	Pre-Order Supervision (PRE) Fixed Unit Price				(b)(
	The unit ¿EA; represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Pre-Order Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.				
	CLIN 2002A OY 2 NTE Amount;				
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Obligated Amount: \$0.00				
	Change Item 2002B to read as follows(amount shown is the total amount):				
2002B	Post-Order Supervision (POST)			······································	
	Fixed Unit Price The unit ¿EA¿ represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.				
	CLIN 2002B OY 2 NTE Amount:	i			
	Option Year 2 Period of Performance: Continued				
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	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	HSCECR-09-D-00002/P00017	4	7

(A)					
	(B)	(C)	(D)	(E)	(F)
·	06 November 2011 through 05 November 2012			1	
	Obligated Amount: \$0.00				
			1		
	Change Item 2002C to read as follows(amount shown		1 1		
	is the total amount):	Ì		1	
2002C	Appeal Period Supervision (Appeal)	Г		·	(t)
20020	Fixed Unit Price	_			
	The unit ¿EA; represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the Appeal		11		
	Period Supervision (Appeal) stage in accordance				
	with Section 5.2.4.3.3 of the SOW.				
	CLIN 2002C OY 2 NTE Amount:				
	CHIR 2002C OF 2 REP AMOUNT.		1		
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	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012	1			
	Obligated Amount: \$0.00				
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	and the second of the second o				
	Change Item 2002D to read as follows (amount shown is the total amount):	1			
	15 the total amount,	╽			_
2002D	POCR-Reasonably Foreseeable Removal (RFR)		\top		(6)
	Fixed Unit Price The unit ¿EA¿ represents a Participant Day (PD)	1			
	The unit ZEAZ represents a rareterpane buy (15)				
	The Contractor shall administer, monitor, track,		1 1		
	and report ISAP II participants in the POCR-Reasonably Foreseeable Removal (RFR) stage	1			
	in accordance with Section 5.2.4.3.4 of the SOW.		11		
			11	ļ	
	CLIN 2002D OY 2 NTE Amount:	ļ			
	Option Year 2 Period of Performance:		11		
	06 November 2011 through 05 November 2012		1 1		
	Obligated Amount: \$0.00	1			
	Change Item 2002E to read as follows (amount shown				
	is the total amount):				
2002E	POCR-Non-Foreseeable				(b)
	Removal (NFR)			Ţ	
	Fixed Unit Price				
	Continued				
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ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMQUN (F)	
(A)	The unit ¿EA; represents a Participant Day (PD)	+ "	1-1			
	The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW. CLIN 2002E OY 2 NTE Amount:					
			11			
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 Obligated Amount: \$0.00					
	Change Item 2003 to read as follows (amount shown is the total amount):					
2003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINS):		EA			0
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 2003A, 2003B, and 2003C.					
	Option Year 2 Period of Performance: 06 November 2011 through 05 November 2012 (Not Separately Priced)					
	Change Item 2003A to read as follows(amount shown is the total amount):	n				
2003A	EM Telephonic Reporting (TR)					(b)(-
	Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.					
	CLIN 2003A OY 2 NTE Amount:					
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CONTINUATION SHEET	HSCECR-09-D-00002/P00017	6	7

NAME OF OFFEROR OR CONTRACTOR
BI INCORPORATED

Option Year 2 Period of Performance: Of November 2011 through 05 November 2012 Obligated Amount: \$0.00 Change Item 2003B to read as follows(amount shown is the total amount): EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit ¿EA; represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 2003B OY 2 NTE Amount: Option Year 2 Period of Performance: O6 November 2011 through 05 November 2012 Obligated Amount: \$0.00 Change Item 2003C to read as follows(amount shown is the total amount): 2003C EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit ¿EA; represents a Participant Day (PD) The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. CLIN 2003C OY 2 NTE Amount: Option Year 2 Period of Performance: O6 November 2011 through 05 November 2012 Obligated Amount: \$0.00 For inquiries related to this action, please contact the following ICE/OAQ personnel:	(E) (F)
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CONTINUATION SHEET	HSCECR-09-D-00002/P00017	7	7

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
)(-)(C)	Phone: (202) 732				
(3)(7)(2)	Email: @dhs.gov			1	
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	Specialist				
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(2)(7)(4)	Email: 9dhs.gov.			1	
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AMENOME	NT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1 CONTRACT ID CODE	_	PAGE OF PAGES	
	NT/MODIFICATION NO	3 EFFECTIVE DATE	T4 REC	DUISITION/PURCHASE REQ. NO	5 PR	1 2 QJECT NO (If applicable)	
	WINNOBIFICATION NO	See Block 16C			į		
POOD16 6 ISSUED BY	CODE	ICE/CR/COMPLIANCE	7 AD	MINISTERED BY (If other than Item 6)	CODE	ICE/CR/COMPL	IANCE
TCE/Com	pliance & Removal/Com		ICE	/Compliance & Removal	/Compl	liance	
Immigra	tion and Customs Enfo	rcement	1 mm	igration and Customs	Enforc	cement	
Office	of Acquis <u>ition Manage</u>	ement		ice of Acquisition Ma	nageme	ent	(b)(6),(b);
	treet NW,			I Street NW,		<u> </u>	(E)(6),(E)
Washing	ton DC 20536		Att Was	hington DC 20536			(0)(0);(0)
8 NAME AND	ADDRESS OF CONTRACTOR (No., street	f, county, State and ZIP Code)		. AMENDMENT OF SOLICITATION NO			
DT TNCO	RPORATED						
	OKOUT ROAD		98	DATED (SEE ITEM 11)			
	CO 803013377						
			10	A MODIFICATION OF CONTRACT/ORD	ER NO		
			X H	\$0E0R-09-D-00002			
			1	B DATED (SEE ITEM 13)			
CODE		FACILITY CODE	⊣ ∣				
CODE 05	941609590000		1 1	17/17/2009			
		11. THIS ITEM ONLY APPLIES TO			extended.	is not extended	
Offers mus	numbered solicitation is amended as set f it acknowledge receipt of this amendment i	orn in item 14. The nour and date spe orior to the hour and date specified in th	ne solicitat	ion or as amended, by one of the following			
Items 8 and	d 15, and returning co	pies of the amendment (b) By acknow	ledging re	ceipt of this amendment on each copy of t	he offer sub-	mitted, or (c) By	
separate le	etter or telegram which includes a reference	e to the solicitation and amendment nur	mbers FA	VILURE OF YOUR ACKNOWLEDGEMENT ECIFIED MAY RESULT IN REJECTION O	T TO BE RE	CEIVED AT	
vidue of thi	is amendment you desire to change an offi	or already submitted, such change may	be made	by felegram or lefter, provided each telegr	am or letter	makes reference	
to the solici	itation and this amendment, and is receive	d prior to the opening hour and date sp					
12 ACCOUN See Sch	TING AND APPROPRIATION DATA (# re	quired)					
see sci.		ADDIFICATION OF CONTRACTS/ORD	ERS. IT N	ODIFIES THE CONTRACT/ORDER NO. A	S DESCRIB	ED IN ITEM 14.	
CHECK ONE	A THIS CHANGE ORDER IS ISSUED	PURSHANT TO A Specify authority. Th	HE CHAN	GES SET FORTH IN ITEM 14 ARE MADE	IN THE CO	NTRACT	
	ORDER NO IN ITEM 10A	TORQUEST TO CORRUPY BEINDING TO	112 013111	GES SET FORTH IN ITEM 14 ARE MADE		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	B THE ABOVE NUMBERED CONTRA	CT/ORDER IS MODIFIED TO REFLECT H IN ITEM 14 PURSUANT TO THE AU	OT THE AC	DMINISTRATIVE CHANGES (such as char Y OF FAR 43 103(b)	nges in pay	ing office.	
X							
	C. THIS SUPPLEMENTAL AGREEME	AT IS ENTERED INTO PURSUANT TO	OHTUA	RITY OF			
	D. OTHER (Specify type of modification	and authonty)					
E. IMPORTAN	VT: Contractor × 15 not.	is required to sign this document :	and return	Ocopies to the iii	ssu:na office		
				solicitalion/confract subject matter where		·	
DUNS Nu	mber: 094160959						
· *MODIF	ICATION P00016 IS BEI	NG ISSUED FOR ADMIN	HSTR#	TIVE PURPOSES ONLY. **	*		
THE PUR	POSE OF MODIFICATION	P00016 IS AS FOLLOW	is:				
6),(E)(T)(C)	is hereby o	lesignated as the <u>Co</u>	ntrac	ting Officer's Techni	ical Re	epresentativ e	
^{©,©} (ØØTR)	for Contract No. HSC	CR-09-D-00002.		is replacing	·	as COTR.	(ቴ)(ճ),(ቴ):
This de	signation applies to	all task orders awa	erded	against the ISAP II $\boldsymbol{\alpha}$	contra	ct.	
_							
OMISO,				as the Alternate Cont	tracti	ng Officer's	
Technic	al Representative (AC	COTR) for Contract N	lo. HS	CECR-09-D-00002.		is	(b)(6),(b):
Continu	ed						
		he document referenced in Item 9A or		eretofore changed, remains unchanged an			
	AND TITLE OF SIGNER (Type or print)		16A	NAME, AND TITLE OF CONTRACTING	OFFICER (7	Type or print)	
i),(b)(7)(C) 							
158 CONTR	ACTOR/OFFEROR	15C DATE SIGNED				1GC_DATE SIGNE	1
						21001.	2011
	(Signature of person authorized to sign)		_	Officer)			
NSN 7540-01 Previous edit						ARD FORM 30 (REV. 10-83) ed by GSA	i
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	SUPPLIES/SERVICES	QUANTIT	VIUNIT	UNIT PRICE	AMOL	INT
ITEM NO.	SUPPLIES/SERVICES (B)	(C)	(D)	(E)	(E	
(A)		1, -,	\ <u>-</u> '		<u></u>	
(b)(6),(b)(-)(C)	replacing as ACOTR. This					
*****	ACOTR designation applies to all task orders		11	1		
	issued against the ISAP II contract.					
	All parties are reminded that the COTR is the					
	only individual within the program office		1 1			
	authorized as the Contracting Officer's direct					
	representative in the technical monitoring and	l .				
	administration of this contract. This authority	1	11			
	comes with very specific limitations. Please					
	reference the attached COTR appointment letters			1		
	for the full delegation.		i 1			
	In addition, the ACOTR is only authorized to act	1	1 1			
	in the capacity of ACOTR in absences of the COTR		11			
	that are greater than forty-eight (48) hours, and	i	i			
	is subject to the same limitations and		11			
	responsibilities as the COTR. The COTR or ACOTR			}		
	shall ensure timely notification to the					
	contractor whenever the ACOTR performs COTR					
	duties.		11			
(b)(6),(b)(7)(C)	can be reached by phone at (202)		11			
(b)(6),(b)(7)(C)	732 or via email at dhs.gov.		1 1			
(b)(6),(b)(7)(C)	can be reached by phone at			1		
(b)(6),(b)(7)(C)	(202) 732 or via email at	l	11	-		
(b)(6),(b)(7)(C)	@dhs.gov.	1	1 1			
	ALL ORDER BERMS AND CONDITIONS OF CONTRACT#		1 1			
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT# HSCECR-09-D-00002 REMAIN UNCHANGED.					
	INDUCTION OF BUILDING SHOWING TO					
	For inquiries related to this action, please					
	contact the following ICE/OAQ personnel:	1	1 1			
			11			
(b)(6),(b)(7)(C) (b)(6),(b)(7)(G)	Contracting Officer	1	11			
(b)(6),(b)(7)(C)	Phone: (202) 732		[
	Email: dhs.gov		h			
(b)(6),(b)(7)(C)	Sr. Contract					
	Specialist			i		
(b)(6),(b)(7)(C)	Phone: (202) 732-					
(b)(6),(b)(7)(C)	Email: dhs.gov.					
	Period of Performance: 11/06/2009 to 11/05/2014		1 1	ŀ		
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PAGE

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ. NO	1 2 5 PROJECT NO (If applicable)
PC0018	 See Block 16C		
6. ISSUED BY CODE	ICE/CR/COMPLIANCE	7 ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Com Immigration and Customs Enfo Office of Acquisition Manago 0800 I Street NW. Washington DC 20536	mpliance proement	ICE/Compliance & Removal Immigration and Customs Office of Acquisition Ma 801 I Street NW, Attn:	//Compliance Enforcement
A NAME AND ADDRESS OF CONTRACTOR (III. ADDR	70.00	Washington DC 20536	
8 NAME AND ADDRESS OF CONTRACTOR (No., stree,	r, county, State and ZIP Code)	(x) 9A AMENDMENT OF SOLICITATION NO	
BI INCORPORATED 6400 LOOKOUT ROAD BOULDER CO 803013377		9B DATED (SEE ITEM 11)	
		× 10A MODIFICATION OF CONTRACT/ORD HSCECR-09-D-00002	ER NO
		10B DATED (SEE ITEM 13)	
CODE 0941609590000	FACILITY CODE	07/17/2009	
	11. THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOLICITATIONS	· · · · · · · · · · · · · · · · · · ·
virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received 12 ACCOUNTING AND APPROPRIATION DATA (If red See Schedule	d prior to the opening hour and date spi		ant or lotter makes felerence
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF CONTRACTS/ORDE	RS. IT MODIFIES THE CONTRACT/ORDER NO. A	S DESCRIBED IN ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED I ORDER NO IN ITEM 10A.	PURSUANT TO (Specify authority) Th	IE CHANGES SET FORTH IN (15M 14 ARE MADE	. IN THE CONTRACT
B THE ABOVE NUMBERED CONTRAL appropriation date, etc.) SET FORTH	CT/ORDER IS MODIFIED TO REFLEC HIN ITEM 14, PURSUANT TO THE AU	T THE ADMINISTRATIVE CHANGES (such as cha ITHORITY OF FAR 43 103(b)	nges in paying office.
C THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PURSUANT TO	AUTHORITY OF	
D OTHER (Specify type of modification	and authority)		.
E.IMPORTANT: Contractor × is not	is required to sign this document a	indireturn 0 copies to the is	Ssuna nifice
14. DESCRIPTION OF AMENDMENT/MODIFICATION			<u> </u>
DUNS Number: 094160959			
**MODIFICATION P00018 IS BEI	NG ISSUED FOR ADMIN	ISTRATIVE PURPOSES ONLY	•
THE PURPOSE OF MODIFICATION	P00018 IS AS FOLLOW	s:	
%E@ective immediately,	,	shall replace	as the (%),(%)
Contracting Officer for the			
issued against it, to includ			HSCECR-12-J-00001.
For lowing is the contact inf	ormation for		
Phone: (202) 732-			
Except as provided herein, all terms and conditions of the	se document referenced in Item 9A or 1	OA, as heretofore changed, remains unchanged and	d in full force and effect
15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING	
E(O(O)			
15B. CONTRACTOR/OFFEROR	15¢ DATE SIGNED	Α	16C DATE SIGNED 12 Jan 2012
(Signature of person authorized to sign)	<u> </u>	ng Officer)	
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10:83) Prescribed by GSA FAR (48 CFR) 53 243

CONTINUATION OFFE	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF.
CONTINUATION SHEET	11000011 03 0 000027100010	2	2

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRIČE (E)	AMOUN' (F)
(A)		10,	\ <u>'</u>	(6)	(r)
n(T)(C)	Fax: (202) 732-7446 Email: @dhs.gov	1			
	All other terms and conditions of Contract No. HSCECR-09-D-00002 remain unchanged.				
	model of b over remain anomaliged.				
	Period of Performance: 11/06/2009 to 11/05/2014				
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		FICATION OF CONTRACT				1	2
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQU	JISITION/PURCHASE REQ. NO.	5. PRO). (If applicable)
P00019		See Block 16C	[
6. ISSUED BY	CO	DE ICE/CR/COMPLIANCE	7. ADM	INISTERED BY (If other than Item 6)	CODE	ICE/	'CR/COMPLIANCE
Immigra Office 801°IS	pliance & Removal/C tion and Customs En of Acquisition Mana treet NW, ton DC 20536	forcement	Immi Offi 801 Attn	Compliance & Removal/ gration and Customs E .ce of Acquisition Mar I Street NW,	Enforce	ement	
B NAME AND	ADDRESS OF CONTRACTOR (No., s	proof, county. State and ZIP Code)	104	AMENDMENT OF SOLICITATION NO.			
BI INCOF	RPORATED DKOUT ROAD CO 803013377		98. I	DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER CECR-09-D-00002	R NO.		
			108	. DATED (SEE ITEM 13)			
CODE 00		FACILITY CODE	→ ।				
09	041609590000	11. THIS ITEM ONLY APPLIES TO		7/17/2009			
THE PLAC virtue of this to the solici 12. ACCOUNT	E DESIGNATED FOR THE RECEIPT s amendment you desire to change an lation and this amendment, and is reci TING AND APPROPRIATION DATA (ence to the solicitation and amendment nu OF OFFERS PRIOR TO THE HOUR AND offer already submitted, such change may sived prior to the opening hour and date so (required)	DATE SPE y be made by	CIFIED MAY RESULT IN REJECTION OF	F YOUR OF	FER. Kb	y
See Sch		O MODIFICATION OF CONTRACTS/ORD		MEIER THE CANTENATIONED NO. 10	DECCRIPT	in the takes	
	13. THIS ITEM ONLY APPLIES 1	O MODIFICATION OF CONTRACTS/ORD	PERCS. II MAO	DUFIES THE CONTRACTIONDER NO. AS	DESCRIBE	DINITE	n 19.
CHECK ONE	A THIS CHANGE ORDER IS ISSU ORDER NO. IN ITEM 10A.	ED PURSUANT TO: (Specify authority) T	'HE CHANGI	ES SET FORTH IN ITEM 14 ARE MADE I	N THE CON	NTRACT	
х		RACT/ORDER IS MODIFIED TO REFLE ORTH IN ITEM 14, PURSUANT TO THE A MENT IS ENTERED INTO PURSUANT TO			ges in payin	g office,	
	D. OTHER (Specify type of modifical	tion and authority)					
E. IMPORTAN	NT: Contractor X is no	ot, is required to sign this document	and return	0 copies to the iss	puing office.		
DUNS Nu	mber: 094160959	IDN (Organized by UCF section headings EING ISSUED FOR ADMIN			essible.)		
THE PUR	POSE OF MODIFICATION	N P00019 IS AS FOLLOW	NS:				
Directo	r for the ISAP II C	shall recontract No. HSCECR-09	9-D-000	002 and all task orde	rs iss		
in ^{()(C)} addi Directo Continu	r for the ISAP II C	shall replace			-	•	against
	ovided herein, all terms and conditions	of the document referenced in Item 9A or					
	AND TITLE OF SIGNER (Type or print		16A. 6	NAME AND TITLE OF CONTRACTING C	FFICER (T)	ype or pri	nt)
15A NAME /							
15A NAME /	tACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNET					60. DATE SIGNED 4-30-63

		PAGE O	ıF.
CONTINUATION CHEET	HSCECR-09-D-00002/P00019	2	2

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ITEM NO.	SUPPLIES/SERVICES	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(A)	(B)	(0)	(0)	(6)	(E)
	it, to include HSCECR-09-J-00040,			\	
	HSCECR-11-J-00001, HSCECR-12-J-00001.	1			
T)(C)	Following is the contact information for		Ш		
7)(C)					
-1/61			1 1		
T)(C)	⊉bi.com				
T)(C)	(213) 400-			1	
T)(C)					
D(C)	(610) 888-				
	(9TO) 8994				
	All other terms and conditions of Contract#				
	HSCECR-09-D-00002 remain unchanged.				
	Turnt Bations N	1			
	Exempt Action: N Period of Performance: 11/06/2009 to 11/05/2014	i			
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2 AMENDME	ENT OF SOLICITATION/MODII					1 1 7
	ENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REO	UISITION/PURCHASE REQ. NO.	5. PR	ROJECT NO. (If applicable)
P00022		See Block 16C				
6. ISSUED BY		TCE/CR/COMPLIANCE	7. ADN	(INISTERED BY (If other than Item 6)	COD	E ICE/CR/COMPLIANCE
Immigra Office 801 I S	mpliance & Removal/Cation and Customs En of Acquisition Mana Street NW.	forcement	Imm: Off:	Compliance & Removal gration and Customs lice of Acquisition Ma	Enford	cement
	,co.: bc 20050			ington DC 20536		
8. NAME AND	D ADDRESS OF CONTRACTOR (No., s	treet, county, State and ZIP Code)	—	AMENDMENT OF SOLICITATION NO		
6400 LO	RPORATED OKOUT ROAD CO 803013377		98.	DATED (SEE ITEM 11)		
			x 104 HS	MODIFICATION OF CONTRACT/ORDE CECR-09-D-00002	R NO.	
		T	108	. DATED (SEE ITEM 13)		
CODE 09	941609590000	FACILITY CODE		7/17/2009		
		11. TRIS ITEM ONLY APPLIES TO at forth in Item 14. The hour and date spe-				
lo the solici	itation and this amendment, and is received. TING AND APPROPRIATION DATA (III	offer already submitted, such change may ived prior to the opening hour and date sp required)	be made becified.	y telegram or letter, provided each telegra	n or letter	makes reference
	13. THIS ITEM ONLY APPLIES TO	MODIFICATION OF CONTRACTS/ORDE	ERS. IT MC	DIFIES THE CONTRACT/ORDER NO. AS	DESCRIB	EO IN ITEM 14.
CHECK ONE	A. THIS CHANGE ORDER IS ISSUE ORDER NO. IN ITEM 10A.	D PURSUANT TO: (Specify authority) Th	HE CHANG	ES SET FORTH IN ITEM 14 ARE MADE I	N THE CO	NTRACT
	B. THE ABOVE NUMBERED CONTE appropriation date, etc.) SET FOR	RACT/ORDER IS MODIFIED TO REFLEC RTH IN ITEM 14, PURSUANT TO THE AL	T THE ADI	MINISTRATIVE CHANGES (such as chang OF FAR 43.103(b).	es in payi	ng affice,
	C. THIS SUPPLEMENTAL AGREEM	ENT IS ENTERED INTO PURSUANT TO	AUTHORI	TY OF:		
	D. OTHER (Specify type of modificate	• • • • • • • • • • • • • • • • • • • •	-			
x!	FAR 52.217-9 OPTION	N TO EXTEND THE TERM	OF TH	CONTRACT (MAR 2000)		
E. IMPORTAN		. –		-	_	·
DUNS Num	mber: 094160959	ON (Organized by UCF section headings, and Companized by UCF section headings, and Companized Secti			esible.)	
	POSE OF MODIFICATION	P00022 IS AS FOLLOW	s:			
THE PURI						
l. To e	9, to continue profe	Three of Contract No essional support serv.	ices f	or the Intensive Supe	rvisi	.on
1. To e 52.217-9 Appearan 2. No f (SAP II	9, to continue profence Program (ISAP II funding is being obl services will be ap	essional support serv	ices f Novemb I base	or the Intensive Supe er 6, 2012 through No contract. All requi	ervisi vembe red f	on er 5, 2013.
l. To e 52.217-9 Appearan 2. No f (SAP II Continue	9, to continue profe nce Program (ISAP II funding is being obl services will be ap ed	essional support servers; () for the period of the igated on the ISAP Isophied to the Option is	ices f Novemb I base Year 3	or the Intensive Superer 6, 2012 through No contract. All requi	ervisi evembe red f ward	on er 5, 2013. funding for
1. To end of the second of the	9, to continue profe nce Program (ISAP II funding is being obl services will be ap ed	essional support serv. () for the period of the igated on the ISAP I	ices f Novemb I base Year 3	or the Intensive Superer 6, 2012 through No contract. All requi	ervisi evembe red f ward	on er 5, 2013. Funding for
1. To end of the second of the	9, to continue profe nce Program (ISAP II funding is being obl services will be ap ed wided herein, all terms and conditions of	essional support servers; () for the period of the igated on the ISAP Isophied to the Option is	ices f Novemb I base Year 3	or the Intensive Superior the Intensive Superior Contract. All requires (FY-13) task order a	ervisi evembe red f ward	on er 5, 2013. Funding for
1. To e 52.217-9 Appearar 2. No f ISAP II Continue Except as pro 15A NAME AT COURT	9, to continue profet nce Program (ISAP II funding is being obl services will be apped wided herein, all terms and conditions of ND TITLE OF SIGNER (Type or print)	essional support servers; () for the period of the igated on the ISAP Isophied to the Option is	ices f Novemb I base Year 3	or the Intensive Superior the Intensive Superior Contract. All requires (FY-13) task order a	ervisi evembe red f ward	on er 5, 2013. Funding for
1. To e 52.217-9 Appearar 2. No f ISAP II Continue Except as pro 15a. NAME AT (CO)	9, to continue profet nice Program (ISAP II funding is being oblined services will be apped wided herein, all terms and conditions of NO TITLE OF SIGNER (Type or print) ACTOR/OFFEROR	essional support serv. () for the period of the igated on the ISAP I policed to the Option of the document referenced in liem 9A or 16	ices f Novemb I base Year 3	or the Intensive Superior the Intensive Superior Contract. All requires (FY-13) task order a	ervisi evembe red f ward	on er 5, 2013. Funding for and effect. Appending print)

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CONTINUATION SHEET	HSCECR-09-D-00002/P00022	2	7

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	HSCECR-13-J-00001.			ŀ	
	3. All other terms and conditions of Contract	1			
	HSCECR-09-D-00002 remain unchanged.				
	Induction of B book Tomath andhanged.		h		
			1 1		
	CONTRACTOR STATEMENT OF RELEASE: In				
	consideration of the modification agreed to				
	herein, as complete equitable adjustment for the			i	
	changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from				
	any and all liability under this contract/order				
	for further equitable adjustment attributable to				
	such facts or circumstances giving rise to this	ļ			
	adjustment.				
		ļ			
	For inquiries related to this action, please				
	contact the following ICE/OAQ personnel:				
	consecution to transmis and one bereamen.				
(7)(0)	Contracting Officer				
(7)(0)	Phone: 202-732-				
(7)(C)	Email: edhs.gov.				
	The Program Office POC for this action is as	ļ			
	follows:	1			
		1	1 1		
(7)(0)	COTR				
(T)(C)	Phone: 202-732-	ŀ			
(7)(C)	Email: edhs.gov		1 1		
	Exempt Action: N Discount Terms:				
	Net 30				
	Accounting Info:				
•••••					
	POD. Dontination				
	FOB: Destination Period of Performance: 11/06/2009 to 11/05/2014				
	101104 01 10110111111111111111111111111				
	Change Item 3001 to read as follows(amount shown				
	is the total amount):				
2001	COMMODICE MINISCENSIA MAN COMPANIA CANADA		<u> </u>		1
3001	CONTRACT MANAGEMENT - The Contractor shall provide all contractual and program management,	├	<u> </u>		
	oversight, reporting and quality control of the	}			
	ISAP II program to include on-site and off-site				
	Contractor personnel. ISAP II personnel shall		}		
	comply with the Education/ Training/				
	Licenses/Certification Requirements outlined in				1
	Continued				
		•			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	
	HSCECR-09-D-00002/P00022	3	\perp	7

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TEM NO.	\$UPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Section 6.2.3 of the SOW.				
	CLIN 3001 OY 3 Amount:				
	Option Year 3 Period of Performance:				
	06 November 2012 through 05 November 2013				
	Obligated Amount: \$0.00				
	Change Item 3002 to read as follows(amount shown		1		
	is the total amount):				
002	SUPERVISION SUB-CONTRACT LINE ITEMS (SLINs):		EA		0.
	The Contractor shall administer, monitor, track,			1	
	and report various stages of supervision (i.e.				
	PRE, POST, Appeal, POCR-RFR, and POCR-NFR) for				
	each ISAP II participant in accordance with Sections 5.2.4.2 and 5.2.4.3 of the SOW. The		1 1		
	requirements for each stage and corresponding				
	levels of supervision will be provided under		1 1		
	SLINS 3002A, 3002B, 3002C, 3002D, and 3002E.				
	Option Year 3 Period of Performance:				
	06 November 2012 through 05 November 2013 (Not Separately Priced)	i	1 1		
	(Not Separately Filed)				
	Character 20027 to mand to fallows/amount about				
	Change Item 3002A to read as follows (amount shown is the total amount):			ļ	
002A	Pre-Order Supervision (PRE)				(₺)(±)
002A	Fixed Unit Price	1	$\overline{}$		
	The unit ¿EA; represents a Participant Day (PD)		1 1		
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the Pre-Order		1 1		
	Supervision (PRE) stage in accordance with				
	Section 5.2.4.3.1 of the SOW.				
	CLIN 3002A OY 3 NTE Amount:				
	Option Year 3 Period of Performance:				
	06 November 2012 through 05 November 2013			ľ	
	Obligated Amount: \$0.00				
	Change 74 - 2000D to 120 1				
	Change Item 3002B to read as follows(amount shown Continued]	
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	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00022				PAG 4	1
	EROR OR CONTRACTOR RPORATED					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	דואט	UNIT PRICE		AMOUNT
(A)	(B)	(C)	(D)	(E)		(F)
	is the total amount):					
002B	Post-Order Supervision (POST)				1	(b)(±)
V02D	Fixed Unit Price	-		Į		
	The unit ¿EA; represents a Participant Day (PD)					
	The Contractor shall administer maritar track	į	1			
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Post-Order					
	Supervision (POST) stage in accordance with					
	Section 5.2.4.3.2 of the SOW.		}			
	CLIN 3002B OY 3 NTE Amount:		ł I			
	CITIC JOUZE OF STATE AUGUST.	İ				
	Option Year 3 Period of Performance:					
	06 November 2012 through 05 November 2013 Obligated Amount: \$0.00					
	obligated Amount. 70.00		{			
	Change Item 3002C to read as follows(amount shown					
	is the total amount):					
002C	Appeal Period Supervision (Appeal)					(b)(4)
	Fixed Unit Price					
	The unit ¿EA; represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track,	ļ	1	i		
	and report ISAP II participants in the Appeal		1 1			
	Period Supervision (Appeal) stage in accordance with Section 5.2.4.3.3 of the SOW.	-				
	with Section 3.2.4.3.3 of the Sow.	1				
	CLIN 3002C OY 3 NTE Amount:	t	,			
			1 1			
	Option Year 3 Period of Performance:					
	06 November 2012 through 05 November 2013		1 !	1		
	Obligated Amount: \$0.00					
		ļ				
	Change Item 3002D to read as follows(amount shown	1	1 1			
	is the total amount):		1			
0000	DOOD D				7	(b)(-)
002D	POCR-Reasonably Foreseeable Removal (RFR) Fixed Unit Price	-	П			······································
	The unit ¿EA; represents a Participant Day (PD)					
	The Contractor shall administer, monitor, track, and report ISAP II participants in the					
	POCR-Reasonably Foreseeable Removal (RFR) stage					
	in accordance with Section 5.2.4.3.4 of the SOW.			Į		
	Continued					
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NSN 7540-01-152-8087

CONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	
CONTINUATION SHEET	HSCECR-09-D-00002/P00022	5	Ŀ	7
AND OF OFFERDOR OF CONTRACT	700			

IAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	CLIN 3002D OY 3 NTE Amount:		Ш	i	
			Ш		
•	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Obligated Amount: \$0.00				
	Change Item 3002E to read as follows(amount shown is the total amount):				
3002E	POCR-Non-Foreseeable Removal (NFR) Fixed Unit Price The unit ¿EA¿ represents a Participant Day (PD)				(b)(=)
	The Contractor shall administer, monitor, track, and report ISAP II participants in the POCR-Non-Foreseeable Removal (NFR) stage in accordance with Section 5.2.4.3.5 of the SOW.		,		
	CLIN 3002E OY 3 NTE Amount:				
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 Obligated Amount: \$0.00				
	Change Item 3003 to read as follows(amount shown is the total amount):				
3003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINS):		АЗ		0
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 3003A, 3003B, and 3003C.				
	Option Year 3 Period of Performance: 06 November 2012 through 05 November 2013 (Not Separately Priced)				
	Change Item 3003A to read as follows(amount shown Continued			,	ì
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E OF OF	FEROR OR CONTRACTOR					•	
INCO	RPORATED						
TEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE		AMOU (E	
(41)	is the total amount):	10,	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	(6)		1.2	,
					Ĺ		
003A	EM Telephonic Reporting (TR) Fixed Unit Price	1	T I				£)(±)
	The unit ¿EA; represents a Participant Day (PD)						
	The Contractor shall administer, monitor, track,						
	and report ISAP II participants placed in EM TR	[
	supervision in accordance with Section 5.2.4.6						
	and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.	1					
	reclinatogy specificacions) of the son.						
	CLIN 3003A OY 3 NTE Amount:	ĺ					
		ĺ					
	Option Year 3 Period of Performance:						
	06 November 2012 through 05 November 2013						
	Obligated Amount: \$0.00	<u> </u>					
		ì					
	Change Item 3003B to read as follows (amount shown is the total amount):						
003B	EM Global Positioning System/Active (GPS/A) Fixed Unit Price	ĺ	.	***************************************	·	·	(b)(-
	The unit ¿EA; represents a Participant Day (PD)	1	1				
		1	1 (
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM						
	GPS/A supervision in accordance with Section						
	5.2.4.6 and Appendix C (Detailed Electronic						
	Monitoring Technology Specifications) of the SOW.						
	CLIN 3003B OY 3 NTE Amount:						
	Option Year 3 Period of Performance:						
	06 November 2012 through 05 November 2013]					
	Obligated Amount: \$0.00						
		•					
	Change Item 3003C to read as follows(amount shown is the total amount):						
	is the total amounty.						
003C	EM Global Positioning System/Passive (GPS/P)]		(b)(÷
	Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)						
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM		Ιİ		ļ		
	Continued						
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	1						
		<u> </u>	<u> </u>	- <u>- </u>	<u> </u>		
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CONTINUATION SHEET	HSCECR-09-D-00002/P00022	7	7

NAME OF OFFEROR OR CONTRACTOR BI INCORPORATED

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	GPS/P supervision in accordance with Section	l			
	5.2.4.6 and Appendix C (Detailed Electronic		1 1		
	Monitoring Technology Specifications) of the SOW.		ΙI		
	CLIN 2002C OV 2 NTE Brownt.		ΙI		
	CLIN 3003C OY 3 NTE Amount:		ΙI		
			ΙI		
	Option Year 3 Period of Performance:		ΙI		
	06 November 2012 through 05 November 2013		ΙI		
	Obligated Amount: \$0.00		ΙI		
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
P00023	01/21/2013	7 101111075050 011111	
6. ISSUED BY CO	ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/		ICE/Compliance & Removal/	•
Immigration and Customs En		Immigration and Customs E	
Office of Acquisition Mana	agement	Office of Acquisition Man	lagement (b)(6),(b)
801 I Street NW,	」	801 I Street NW,	(5)(6),(6
Washington DC 20536		Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No.,	-ttt	(x) 9A AMENDMENT OF SOLICITATION NO.	
		401	
BI INCORPORATED		OD BATTO OFF ITCHALL	
6400 LOOKOUT ROAD		98. DATED (SEE ITEM 11)	
BOULDER CO 803013377		İ	
		10A MODIFICATION OF CONTRACT/ORDER	R NO.
		* HSCECR-09-D-00002	
		100 DATED (SEE 1754/42)	_
0000	FACILITY CODE	108. DATED (SEE ITEM 13)	
CODE 0941609590000	i	07/17/2009	
	11. YKIS ITEM ONLY APPLIES TO A	_ .	
☐ The above numbered solicitation is amended as	set forth in Item 14. The hour and date specific		xtended,f_is not extended.
Offers must ecknowledge receipt of this amend? Items 8 and 15, and returning	nent prior to the nour and date specified in the s copies of the amendment: (h) Rv acknowled	calicitation or as emended, by one of the following a ging receipt of this amendment on each copy of the	offer submitted; or (c) By
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virtue of this amendment you desire to change a to the solicitation and this amendment, and is re-	in offer already submitted, such change may be ceived point to the opening hour and data anget	made by telegram or letter, provided each telegrar fied	n ur vertet makes ferenende
12. ACCOUNTING AND APPROPRIATION DATA	_	 	
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NAME OF OFFEROR OR CONTRACT	ror		
BI INCORPORATED			

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Reference the attached COTR appointment letter	7	TT		
	dtd. 10/19/2011 and the Addendum dtd. 01/16/2013		1 1		
	for the full delegation.		1 [
			1 [
C)	can be reached by phone at (202)		1 1		
e;	732-4727 or via email at dhs.gov.		1 !		
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	For inquiries related to this action, please	i	1 1		
	contact the following ICE/OAQ personnel:		1 1		
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C)	Contracting Officer		1 1		
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Attachment 1 COTR and ACOTR Appointment Letter

Office of Acquisition Management U.S. Department of Homeland Security B01 I Street, NW Washington, DC 20536



COTR and Alternate COTR Appointment Letter

O(6),(b)(7)(C)	To:
e)(6),(b)(7)(C)	ACOTR
o)(6),(b)(7)(C)	From: Contracting Office
•	Date: October 19, 2011
o(6),(b)(7)(C)	Re: Appointment of as Contracting Officer's Technical
)(6),(b)(7)(C)	Representative (COTR) and as Alternate
	Contracting Officer's Technical Representative (ACOTR) on Contract# HSCECR-09-D-00002.
.:	
o)(6),(b)(7)(C)	is formally appointed as the Contracting Officer's Technical
o)(6),(b)(7)(C)	Supervision Appearance Program (ISAP) II
	formally appointed as the Alternate Contracting Officer's Technical Representative (ACOTR) on the aforementioned contract. This delegation applies to all task orders issued against the ISAP II contract. Written modifications to the contract will be forwarded for the COTR file as they occur.

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

- a) Complete and file with the ICE Ethics Office an OGE-450 (Confidential Financial Disclosure Report) within 30 days following COTR appointment, and annually thereafter, until the termination of the COTR appointment. Forward your completed OGE-450 to: ICE Ethics Office (OPLA), Potomac Center North (PCN) 500 12th St, SW, Washington, DC 20024. You will also be required to complete annual ethics training as stipulated by the ICE Ethics Official.
- b) Act as the Contracting Officer's authorized representative for contract administration functions that do not involve changes to the scope, price, schedule, terms and conditions of the contract.
- c) Monitor the contractor's performance of the technical requirements including, but not limited to, review and approval of invoices/vouchers.

Page 1 of 6

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

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

As COTR you shall not

- a) Make commitments or promises to contractors relating to award of contracts.
- b) Make any agreement with the contractor requiring the obligation of public funds.
- c) Discuss procurement plans or any other advance information that might provide preferential treatment to one firm over another when a solicitation is issued for a competitive procurement.
- d) Solicit proposals.
- e) Modify the stated terms and conditions of the contract.

- f) Issue instructions (oral or written) to a contractor to start or stop work.
- g) Approve items of cost not specifically authorized by the contract.
- h) Direct changes (oral or written), or provide any guidance in the work to the contractor, which contradict the contract's scope and terms and conditions or which may be misinterpreted as properly changing the contractual terms and conditions, but actually jeopardize the rights of or the benefits to the Government, the contract, or both.
- i) Execute supplemental agreements to the contract.
- Participate in negotiations with a contractor outside the presence of a Contracting Officer.
- k) Render a decision on any dispute or question of fact under the Disputes Clause of the contract.
- Take any action with respect to termination, except to notify the Contracting Officer that the action is desired and to assist with the process as required.
- m) Interfere with the contractor's management prerogative by supervising contractor employees or otherwise directing their work efforts.
- Authorize a contractor to obtain property for use under a contract, or allow government property accountable under one contract to be used under another.
- o) Provide information that might give a contractor an unfair competitive advantage.

You shall notify the Contracting Officer promptly of:

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

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

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

completely documented in the contract-working file. I strongly encourage you to ask questions if you are uncertain of your authority and responsibility. Your relationship with the contractor must be beyond reproach. The DHS requires strict compliance with established Standards of Conduct and Conflict of Interest rules. Responsibilities outlined in this memorandum are not intended to be all-inclusive. If a specific situation arises that you think requires my attention, please do not hesitate to call me. Your appointment is effective throughout the life of the contract, unless otherwise revoked. Please notify me if you can no longer serve as the appointed COTR on this contract, or if you leave your current position so that a contract turnover can be performed. You cannot re-delegate COTR authority. You are required to acknowledge receipt of this appointment by signing below and returning it to the Office of Acquisition Management. Please do not hesitate to contact the contracting officer at 202-732f you have any questions or concerns about performing your COTR duties. **COTR Acknowledgement:** Contracting Officer To: (b)(6),(b)(7)(C) (Printed Name) From: (Signature) 10/27/11 Date: Appointment as Contracting Officer's Technical Representative (COTR) Re: I have read and understand my duties and limitations as an assigned COTR on Contract No. HSCECR-09-D-00002, including any task orders issued against the ISAP II contract. las Alternate Contracting Officer's (b)(6),(b)(7)(C) Appointment of Technical Representative (ACOTR) is hereby designated as the (b)(6),(b)(7)(C) Pursuant to HSAR 3052.242-72 Alternate Contracting Officer's Technical Representative (ACOTR), effective October 19, 2011 In administration of Contract No. HSCECR-09-D-00002. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sconer revoked in writing by the Contracting Officer or unless you are separated from Government service. You are only authorized to act in the capacity of ACOTR in absences of the COTR that are greater than forty-eight (48) hours, and are subject to the same limitations and responsibilities as the COTR. The COTR or ACOTR shall ensure timely notification to the contractor whenever the ACOTR performs COTR duties.

Your actions as the COTR for this contract become a matter of record and should be

(b)(6),(b)(7)(C)

Page 5 of 6

for any reason before completion of this contract, turn your records over to the successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer. (b)(6),(b)(7)(C) (b)(6),(b)(7)(C) Printed name of ACOTK 10 31 2011 (202) 732-4481 Date Telephone Number Contractor Acknowledgement: I have received a copy of the COTR/ACOTR designation letter for the subject (b)(6),(b)(7)(0)contract/order: (b)(6),(b)(7)(C) Signature Printed Name B) Incorporated

if you are to be reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If your designation is revoked

Page 6 of 6

Addendum to COTR Appointment Letter

(b)(6),(b)(7)(C)	ACOTR	:
(b) <u>(6),(b)(7)(C)</u>	From: Cöntracting Officer	· · · · · · · · · · · · · · · · ·
	Date: January 16, 2013	
	Re: Appointment as Alternate Contracting Officer's Technical Representative	
	Effective January 21, 2013, Philip Farley hereby replaces Yvonne Lozano-Sparks as the Alternate Contracting Officer's Technical Representative (ACOTR) for Contract No. HSCECR-09-D-00002 for the Intensive Supervision Appearance Program (ISAP) II; and any subsequent task orders issued against the base contract. This ACOTR designation is being issued pursuant to HSAR 3052.242-72. You may not re-delegate your ACOTR authority. This designation as an ACOTR shall remain in effect through the life of the contract, unless sconer revoked in writing by the Contracting Officer or unless you are separated from Government service.	
	You are only authorized to act in the capacity of ACOTR in absences of the COTR that are greater than forty-eight (48) hours, and are subject to the same limitations and responsibilities as the COTR (see attached COTR Appointment Letter dated October 19, 2011). The COTR or ACOTR shall ensure timely notification to the contractor whenever the ACOTR performs COTR duties.	
	If you are reassigned or to be separated from Government service, you shall notify the Contracting Officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor ACOTR. If you designation is revoked for any reason before completion of this contract, turn your records over to the successor ACOTR or the COTR or obtain disposition instructions from the Contracting Officer.	
(D)(F)(E)(B)(B)		(d)(d)(d)
	Printed Name of ACOTR 202-732-6536 Telephone Signature 16 15 Date	•
	Contractor Acknowledgement:	
⊕ (⊕,⊕(⊃)Œ)	I have received a copy of the Addendum to the contract/order:	@)(6),(b)(7)(C
	Printed Name of Contractor Representative Signature	
	2-6- 13 Date	ļ

Attachments:

- COTR & ACOTR Appointment Letter dated 10/19/2011
 COTR Certificate of Eligibility
 Department of Homeland Security, Management Directive 0780
 OGE-450 Confidential Financial Disclosure Report

Attachment 2 COTR Certificate of Eligibility



Federal Acquisition Certification for

CONTRACTING OFFICER'S REPRESENTATIVE

Φ)(Φ),(Φ)(Τ)(C)

Has met the requirements for Level II Certification 2013, January, 9

Director
Federal Acquisition Institute

Defense Acquisition University



This certifies that

Φ;(6),(b)(7)(C)

has successfully completed

Overview of Acquisition Ethics CLM003 Section 890

on

06/27/2012

CLPs: 2

(2)(1)(4), 45)(4)

President Defense Acquisition University

Attachment 3 DHS Management Directive 0780

Department of Homeland Security Management Directives System MD Number: 0780.1

Issue Date: 12/20/2004
CONTRACTING
OFFICER'S TECHNICAL
REPRESENTATIVE (COTR)
CERTIFICATION,
APPOINTMENT &
RESPONSIBILITIES

I. Purpose

This Directive establishes the Department of Homeland Security (DHS) policy for appointing, certifying, and terminating Contracting Officer's Technical Representatives (COTRs). This Management Directive (MD 0780.1) supersedes MD 0780.

II. Scope

This Directive applies to all DHS Organizational Elements (OEs). The DHS Office of Inspector General is covered under this directive where it does not conflict with the authorities and responsibilities given to the Inspector General under the Inspector General Act of 1978, and its amendments.

III. Authorities

This directive is governed by numerous Public Laws and national policy, such as:

- A. Clinger-Cohen Act of 1996, Pub. L. 104-106, codified in Title 41 US Code.
- B. Public Law 107-71, Aviation and Transportation Security Act of 2001.
- C. The Homeland Security Act of 2002, codified in Title 6, USC.
- D. Office of Federal Procurement Policy Letter 97-01, dated September 12, 1997.
- E. Federal Acquisition Regulation (FAR), Part 42.
- F. Department of Homeland Security Management Directive MD 0010, Management Directives System and DHS Announcements.

- G. Homeland Security Acquisition Regulation (HSAR), Subpart 3042.70.
- H. Homeland Security Acquisition Manual (HSAM), Subchapter 3042.70.

IV. Definitions

- A. <u>Acquisition</u>: The conceptualization, initiation, design, development, test, contracting, production, deployment, support, modification, and disposal of systems, supplies, or services (including construction) to satisfy agency needs. Per the Federal Acquisition Regulation, acquisition is the process of acquiring, with appropriated funds, by contract for purchase or lease, supplies and services (including construction) that support the missions and goals of an executive agency, from the point at which the requirements of the executive agency are established in consultation with the Chief Procurement Officer of the executive agency, including functions related to fulfilling agency requirements by contract.
- B. <u>Acquisition Certification Board</u>: A DHS board comprised of functional advisors from across the Department from the various acquisition career fields. Members review and make recommendations on workforce development, such as recognizing individuals as meeting certification requirements and standards, as well as recommending disposition of certification requests. The board is chaired by the DHS Acquisition Workforce Manager.
- C. <u>Acquisition Workforce Manager</u>. The principal manager in strategic planning and direction of the DHS acquisition workforce and principal advisor on formulation of plans for overall management policies and programs relating to workforce effectiveness, organization, personnel, budgeting, reporting, forecasting, and competency preparation.
- D. <u>Chief Procurement Officer (CPO)</u>: DHS' Senior Procurement Executive, responsible for managing, administering, and overseeing Department-wide acquisition, financial assistance, strategic sourcing, and competitive sourcing programs.
- E. <u>Contracting Officer (CO)</u>: A Federal employee with the authority to enter into, administer or terminate contracts; make related determinations and findings; and appoint COTRs. This individual is also authorized, by virtue of position or by appointment, to perform the functions defined by the Federal Acquisition Regulation and the Homeland Security Acquisition Regulation.

- F. <u>Contracting Officer's Technical Representative (COTR)</u>: A Federal employee, designated in writing by the Contracting Officer, who is appointed to perform technical functions under the contract, including inspection and acceptance of supplies or services. For the purposes of this MD, the term COTR encompasses any individual performing similar duties, such as: Contracting Officer Representative (COR), Quality Assurance Evaluator (QAE), Technical Representative of the Contracting Officer (TRCO), etc.
- G. <u>Contracting Officer's Technical Representative (COTR) Certification</u>: A formal process through which the DHS certifies individuals as meeting the standards/achieving the competencies required to perform the duties of a Contracting Officer's Technical Representative (COTR).
- H. <u>Contracting Officer's Technical Representative (COTR) Certification</u>
 <u>File</u>: A file maintained by the Head of the Contracting Activity (or designee), containing the certification application, a copy of the certificate, exceptions, and the skills currency training information of the COTR.
- 1. <u>Head of Contracting Activity (HCA)</u>: A Federal employee who, by position or appointment, is responsible for managing the entire acquisition function within an Organizational Element.
- J. <u>Organizational Element (OE)</u>: Entities comprising the Department of Homeland Security as defined in Management Directive 0010.1 "Management Directives System and DHS Announcements."
- K. <u>Requisitioning Office</u>: An organization within DHS responsible for managing successful acquisitions to meet essential mission needs and nominating an individual as a COTR to the Contracting Officer. For the purposes of this MD, the requisitioning office is the office initiating the contract.
- L. <u>Senior Procurement Executive (SPE)</u>: An individual appointed pursuant to section 16(3) of the Office of Federal Procurement Policy Act (41. U.S.C. 414(3)), responsible for managing the acquisition system of the Department, including implementing the unique acquisition policies, regulations, and standards of the Department. The SPE for DHS is the Chief Procurement Officer (CPO).

V. Responsibilities

A. The <u>Under Secretary for Management</u> shall be responsible for the overall aspects of this Directive.

- B. The <u>Chief Procurement Officer</u> shall be responsible for the management, administration, integrity, and oversight of mission-focused Department of Homeland Security acquisition, financial assistance, strategic sourcing, and competitive sourcing programs. The CPO shall also define the requirements for designating persons qualified in acquisition matters as COTRs.
- C. The <u>Contracting Officer</u> shall examine all contracts (including, but not limited to, task/delivery orders and interagency agreements) to determine if assignment of a COTR is appropriate. The Contracting Officer shall ensure all nominated COTRs meet training requirements prior to initial appointment, and shall strive to build a solid relationship with the COTR and the requisitioning office.
- D. The <u>COTR</u> shall perform duties in accordance with the responsibilities delineated in the COTR designation letter received from the Contracting Officer. The COTR will normally be responsible for the technical direction and evaluation of the contractor's performance, and certifying acceptance of services. The COTR does not have authority to make any commitments or changes affecting scope, price, schedule, terms, or conditions of a contract. The COTR is responsible for obtaining the required training for certification, maintaining individual documentation, providing information to the Contracting Officer as required, and building a solid relationship with the Contracting Officer.
- E. The <u>Requisitioning Office</u> is responsible for successful acquisition of mission essential goods, services, or products; for partnering with the Contracting Officer to achieve acquisition goals/objectives, and assisting with technical requirements. The requisitioning office is responsible for nominating a qualified individual to serve as COTR, ensuring training and certification requirements are met and maintained, and building a solid relationship with the Contracting Officer in order to communicate COTR concerns or issues.

VI. Policy & Procedures

A. <u>Policy</u>: The HCA (or designee), shall ensure COTRs are qualified in accordance with this Management Directive. For contract actions deemed appropriate, Contracting Officers may appoint a COTR in accordance with the requirements of this MD. COTRs shall hold a COTR acquisition certification prior to appointment, unless an exception applies or a waiver is approved in accordance with this MD. Procurements valued under the simplified acquisition threshold are exempt from this policy unless the Contracting Officer determines appointment of a COTR is appropriate.

B. Procedures:

- 1. Certification for COTRs: DHS will have only one certification level, and COTRs must be able to obtain acquisition certification within 60 days of appointment unless a waiver is granted in accordance with this MD. Training must be completed prior to appointment (unless an exception applies or waiver is authorized), while the actual application for certification may be submitted up to 60 days after COTR appointment.
 - a. Certification Minimum Mandatory Training Requirements for COTRs.
 - (1) Initial COTR Training: Nominees will have met the initial training requirement for certification by completing 40 hours of COTR training. Training may be completed either online or in a classroom. If no previous training exists, COTR's shall, at a minimum, complete the online, no cost courses available from the Federal Acquisition Institute (FAI) (or equivalent). Completion of all the following courses is considered as meeting the 40 hours COTR training requirement:

FAI – COR Refresher Training FAI – Market Research

FAI - Contracting Orientation

(2) Procurement Ethics Training: A one-hour procurement ethics training course is required annually (may be agency sponsored, online through FAI, or equivalent). The COTR is responsible for maintaining and annually forwarding documentation (email or certificate) to the HCA (or designee), indicating completion of ethics training. The HCA (or designee) shall maintain this information in the individual's certification file. If training is accomplished online via the FAI, completion of the FAI – Ethics Block Training course is considered as fulfilling the requirement of procurement ethics training. Procurement Ethics training may also count toward the annual skills currency training requirement.

- (3) Exceptions to Initial Training Requirements for Certification: Individuals are considered to have fulfilled the initial training requirements for COTR certification if they meet one the following exceptions:
 - (a) Any individual who successfully served in the 1102 series within five years of the date of COTR nomination and has completed eight hours of skills currency training within the preceding 12 months.
 - (b) Any individual who previously completed 40 hours of COTR training within the last five years of the date of COTR nomination and has completed eight hours of skills currency training within the preceding 12 months.
 - (c) Any individual who previously completed 40 hours of COTR training (regardless of completion date), has acted in the capacity of a COTR within the last five years of the date of COTR nomination, and has completed eight hours of skills currency training within the preceding 12 months.
- b. Certification Application, Maintenance, and Renewal.
 - (1) Certification Application: COTRs shall use DHS Form 0780-1 (Attachment 1) to request Acquisition Certification, and shall attach copies of their training certificates to support the training requirements. Applications will be coordinated through the HCA (or designee) and forwarded to the CPO for processing. The Acquisition Certification Board will issue certificates on DHS Form 0780.1-2, which will remain valid for four years from the date issued, provided annual skills currency training requirements are met.

- (2) Certification Maintenance: Once appointed, COTR's must complete a minimum of eight hours of annual skills currency training to remain certified and eligible for appointment. The HCA, or designee, at their discretion, shall consider rescinding certification if the annual skills currency training requirement is not met. A variety of sources may be used to meet the skills currency training requirement. The FAI, the Defense Acquisition University (DAU), and the Government On-Line Learning Center are three sources offering free on-line courses. Skills currency training activities include, but are not limited to, training, seminars, attendance at conferences. office "lunch-andlearns", developing and delivering a training seminar, special project assignments that involve acquiring new skills, education or other developmental activities deemed appropriate by the HCA (or designee) that improve the knowledge, skills, and abilities of the COTR. Additionally, any learning activity relating to government acquisition that provides Professional Development Hours (PDHs). Continuous Learning Points (CLPs), Continuing Education Units (CEUs), Professional Development Units (PDUs) or college credit from a recognized learning institution, will meet the skills currency training requirements.
- (3) Certification Renewal: Certifications may be renewed up to one year ahead of expiration, provided skills currency training requirements are met. COTR's shall use DHS Form 0780-1 (Attachment 1) to request Acquisition Certification renewal. Applications will be coordinated through the HCA (or designee) and forwarded to the CPO for processing.
- c. Certification Documentation.
 - (1) COTR Certification File: The HCA (or designee) must ensure appropriate documentation is maintained for each certified COTR in accordance with the Privacy Act, and report such information to the CPO (or designee) as requested. Examples of required documentation include: information used to meet training requirements, maintenance/skills currency training requirements, DHS Form 0780-1, and waivers (if appropriate).

- (2) Maintenance Documentation: The HCA (or designee) shall ensure documentation exists for skills currency training activities in each COTR's certification file. When on-the-job learning, rotation assignments, or other flexible activities are used to enhance skills, the COTR shall document the learning that occurred and how it will benefit performance. To be creditable, this information shall be validated by the COTR's supervisor and included in the COTR's certification file. The COTR is responsible for maintaining and forwarding documentation (email or certificate) to the HCA (or designee) annually for inclusion in their COTR certification file, indicating completion of skills currency training.
- 2. COTR Nomination and Appointment to a Specific Contract.
 - a. Nomination Packages for Appointing COTRs to a Specific Contract.
 - (1) At the request of the Contracting Officer, the requisitioning office shall nominate a Federal employee to serve as a COTR. The nominee should already be certified, or be eligible for certification, in accordance with this MD. As the requisitioning office will be working closely with the Contracting Officer during the acquisition process, COTR nomination packages should be submitted to the Contracting Officer well in advance of contract award, allowing time for completion of requisite certification training before assuming duties.
 - (2) The Contracting Officer has the authority to decline COTR nominations.
 - b. The COTR nomination package should include information such as the nominee's name, organization, contact information, COTR certification, and, if available, previous experience as a COTR. This information will assist the Contracting Officer in determining whether any additional specialized training may be required prior to the assumption of duties. If any of the minimum COTR qualifications listed below cannot be met, a justification explaining those circumstances shall be submitted to the Contracting Officer along with the nomination package:

- (1) Nominee shall have technical knowledge and experience to observe performance and to determine if a contractor meets the performance standards described in the contract.
- (2) Nominee shall have successfully completed the required training and certification or be eligible for a waiver. The request for a waiver shall be included with the nomination package.
- (3) Nominee shall acknowledge the requirement to attend subsequent skills currency and ethics training during the appointment period.
- (4) Nominee shall be familiar with and comply with appropriate DHS regulations.
- (5) Nominee should ideally be available for the duration of the contract.
- c. Specialized Training: HCAs are authorized to establish a higher level of required skills currency training, or specialized training requirements for their respective OE, if appropriate. Contracting Officers must ensure that nominated COTRs possess the necessary skills and abilities to successfully perform the assigned duties. The Contracting Officer (with the approval of the HCA (or designee)) has the authority to require an eligible COTR to complete additional specialized training (e.g., performance-based service contracts, contract administration, etc.) when it is considered relevant to a particular type of contract to which the eligible COTR is, or may be, assigned. This specialized training is in addition to the certification requirements and may be required of the COTR to meet the needs of the appointment.
- d. Written Appointment of a COTR to a Specific Contract: The Contracting Officer shall issue a unique appointment, in writing, to each COTR, which sets forth the COTR's authorities and limitations with regard to the assigned contract. The written appointment must be signed by the Contracting Officer and shall not contain authority for the COTR to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract. The designation shall also not change or supersede the established line of authority and/or the established procedures of the acquisition process. A copy of the appointment letter shall be retained in the official contract file.

- e. Acceptance of COTR Appointment to a Specific Contract: Upon receipt of the appointment, the COTR shall advise the Contracting Officer, in writing, that he/she has received the appointment and accepts the COTR responsibilities. After a COTR accepts an appointment, the Contracting Officer will notify the contractor within five working days of contract award and will provide a copy of the COTR appointment letter. For construction projects, the contractor will be notified by providing a copy of the letter not less than five working days prior to giving the contractor notice to proceed.
- f. Appointment of an Alternate COTR to a Specific Contract: The COTR appointment is unique to an individual and may not be further delegated. An alternate COTR may be designated by the Contracting Officer to act in the absence of the primary COTR. The requirements of this MD pertain equally to the designation of alternate COTRs.
- g. Appointment of a Sub-COTR to a Specific Contract: Due to the scope or technical complexity of some contracts, a "sub-COTR" may also be designated by the Contracting Officer for specific aspects of the contract. The requirements of this MD pertain equally to the designation of sub-COTRs.
- h. Termination of COTR Appointment from a Specific Contract: The COTR designation shall remain in effect during the life of the contract unless circumstances dictate earlier revocation. The Contracting Officer is responsible for ensuring appointments are terminated when they are no longer valid or required. The Contracting Officer may terminate a COTR appointment for failure to appropriately fulfill the responsibilities outlined in the appointment letter or this MD. The termination of the COTR appointment shall be in writing, and written notification shall be given to the COTR and contractor. A copy of the termination shall be retained in the official contract file.
- i. COTR Appointment Exceptions: Individuals may be appointed as a COTR under the following conditions:

- (1) Certification Lacking: COTRs who previously completed initial training as outlined in this MD, but lack acquisition certification, may be temporarily appointed as a COTR. The COTR must apply for certification within 60 days of appointment. If the COTR does not submit the acquisition certification application to the HCA (or designee) within 60 days of temporary appointment, or the application is denied, the COTR temporary appointment shall be terminated. The requisitioning office is responsible for nominating a replacement if the individual cannot obtain the certification in the required time.
- (2) Initial Training Lacking: COTRs unable to complete training and certification prior to appointment may obtain a waiver for temporary COTR appointment.
- j. Waiver for Temporary COTR Appointment: The HCA (or designee) is authorized to issue one-time waivers for temporary appointment of COTRs, prior to completion of all required training for acquisition certification, in unusual and compelling circumstances after receipt of a letter of explanation from the requisitioning office. When requesting a waiver:
 - (1) The COTR is responsible for completing the Federal Acquisition Institute (FAI) on-line course "COR Refresher Training" (or equal) prior to temporary appointment.
 - (2) The COTR is responsible for completing all training requirements referenced in this MD within 60 days of appointment. If the COTR does not complete the training, the Contracting Officer shall terminate the COTR's temporary appointment.
 - (3) The COTR is responsible for applying for COTR Acquisition Certification within 60 days of the temporary appointment. If the COTR does not submit the acquisition certification application to the HCA (or designee) within 60 days of temporary appointment, or the application is denied, the Contracting Officer shall terminate the COTR's temporary appointment.
 - (4) The requisitioning office is responsible for nominating a replacement if the waived individual cannot complete the training in the required time.

VII. Questions or Concerns

Questions or concerns regarding this directive should be addressed to the Office of the Chief Procurement Officer, Director of Acquisition Policy and Oversight.

Attachment 1: DHS Form 0780-1, DHS Acquisition Certification Application (COTR)

ACQUISITION CERTIFICATION APPLICATION CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CORT)

DEPARTMENT OF HOMELAND SECURITY

Acquisition Certification Application

Contracting Officer's Technical Representative (COTR) This information shall be used by the Acquisition Certification Board to issue certification.

			Date:
rganizational Ele	ment:		Civilian Grade / Military Rank:
mployee Signatu	re:		Work Phone:
SELECT ONE)	INITIAL CERTIFICATION		CERTIFICATION RENEWAL
andatory initial	Training Requirements: (X	box, provide train	ing date and attach copies of training certificates)
40 hours	of COTR training completed		(date)
☐ 1 hour or	procurement ethics training of	completed	(date)
xceptions: (On	y one required, if applicable	Or e)	
	ual who successfully served i the initial training requirement		s within five (5) years of the date of COTR nomination is considere fication and appointment.
hours of s	tual who previously completed kills currency within the prece in and appointment.	140 hours of CO ding 12 months,	TR training within the last five (5) years and has completed eight (is considered to have met the initial training requirements for COT
capacity of	a COTR within the last five (years and has	TR training (regardless of completion date), has acted in the completed eight (8) hours of skills currency within the preceding equirements for COTR certification and appointment.
ertification Ren	ewal:		
hours annual sk	is currency met on		(year 1 date)
			4 6
			(year 2 date)
			(year 3 date)
Concurrence: I h	ave reviewed the information		(year 3 date)
		In this apptication	(year 3 date) n and support the individual's certification as a DHS COTR.
	ave reviewed the information ure:	In this apptication	(year 3 date) n and support the individual's certification as a DHS COTR.
Supervisor Signat	we:	In this apptication	(year 3 date) n and support the individual's certification as a DHS COTR.
Supervisor Signat	ure:	In this application	(year 3 date) n and support the individual's certification as a DHS COTR. Date: n and support the individual's certification as a DHS COTR.
Supervisor Signat	we:	In this application	(year 3 date) n and support the individual's certification as a DHS COTR. Date: n and support the individual's certification as a DHS COTR.
Supervisor Signat	ure:	In this application	(year 3 date) n and support the individual's certification as a DHS COTR. Date: n and support the individual's certification as a DHS COTR.
Supervisor Signat	ure:	In this application	(year 3 date) n and support the individual's certification as a DHS COTR. Date: n and support the individual's certification as a DHS COTR.
supervisor Signat	ure:	In this application	(year 3 date) n and support the individual's certification as a DHS COTR. Date: n and support the individual's certification as a DHS COTR.

Attachment 4

OGE-450 - Confidential Financial Disclosure Report

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

Why Must I File?

The duties and responsibilities of your position require you to file the Confidential Financial Disclosure Report to avoid involvement in a real or apparent conflict of interest. The purpose of this report is to assist employees and their agencies in avoiding conflicts between official duties and private financial interests or affiliations. The information you provide will only be used for legitimate purposes, and will not be disclosed to any requesting person unless authorized by law. (See the Privacy Act Statement at the bottom of this page.) Please ensure that the information you provide is complete and accurate.

When Must I File?

New Entrants: The report is due within 30 days of your assuming a position designated for filing, unless your agency requests the report earlier or your agency grants you a filing extension.

Annual Filers: The report is due no later than February 15, unless your agency grants you a filing extension.

What is the

Reporting Period?

New Entrants: Report the required information for the 12 months preceding your filing of this form.

Annual Filers: Report the required information for the preceding calendar year (January 1 – December 31).

What if I Have Questions?

If you have any questions about how to complete this form, please contact your ethics official or go to the Office of Government Ethics web site at www.oge.gov and select OGE Form 450: Confidential Financial Disclosure Report under Forms Library.

PENALTIES

Falsification of information or failure to file or report information required to be reported may subject you to disciplinary action by your employing agency or other authority. Knowing and willful falsification of information required to be reported may also subject you to criminal prosecution.

Privacy Act Statement

Title Lof the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 (as modified by Executive Order 12731), and 5 CFR Part 2634, Subpart I, of the Office of Government Ethics regulations require the reporting of this information. The primary use of the information on this form is for review by Government officials of your agency, to determine compliance with applicable Federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a Federal, State, or local law enforcement agency if the disclosing agency becomes aware of a violation or potential violation of law or regulation; (2) to a court or party in a court or Federal administrative proceeding if the Government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; (6) to the Department of Justice or in certain legal proceedings when the disclosing agency, and employee of the disclosing agency, or the United States is a party to litigation or has an interest in the litigation and the use of such records is deemed relevant and necessary to the litigation; (7) to reviewing officials in a new office, department or agency when an employee transfers from one covered position to another, (8) to a Member of Congress or a congressional office in response to an inquiry made on behalf of an individual who is the subject of the record, and (9) to contractors and other non-Government employees working for the Federal Government to accomplish a function related to an OGE Governmentwide system of records. This confidential report will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branchwide Privacy Act system of records.

Public Burden Information

It is estimated that completing this form, including reviewing the instructions and gathering the data needed, takes an average of one hour. No person is required to respond to a collection of information unless it displays a currently valid OMB control number as printed in the top right-hand corner of the first page of this form. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Deputy Director for Administration and Information Management, U.S. Office of Government Ethics, Suite 500, 1201 New York Avenue, NW, Washington, DC 20005-3917. Do not send your completed OGE Form 450 to this address.

OGE Form 450, 5 CFR Part 2634, Subpart I U.S. Office of Government Ethics (December 2011) (Replaces June 2008 edition)

Date Received by Agency

Form Approved OMB No. 3209-0006

Page Number

CONFIDENTIAL FINANCIAL DISCLOSURE REPORT

Executive Branch

Employee's Name (Print last, first, middle initial)			E-mail Address	
Position/Title			I	Grade
Agency		Branch/Unit and Add	ress	
Work Phone	Reporting S New Entrant		If New Entrant, Date of App (mm/dd/yy)	ointment to Position
Check box if Special Government Employee (SGE)	An SGE is an exe	ecutive branch officer or e	employee who is retained, designer on a full-time or intermittent land days during any consecutive	basis, with or without
If an SGE, Mailing Address (Num				
Step 1: Read the instructions for Step 2: For each statement below	-		tion.	
I have reportable assets or children.	sources of inco	me for myself, my spo	use, or my dependent	Yes 🔲 No 🗆
II. I have reportable liabilities	(debts) for myse	elf, my spouse, or my	dependent children.	Yes No
III. I have reportable outside p	<u>_</u>			Yes No
IV. I have reportable agreeme				Yes 🔲 No 🗆
NOTE: Statement V is for <u>ann</u> V. I have reportable gifts or trochildren.	<u>ual</u> filers only. It avel reimbursem	does not apply to nevents for myself, my sp	w entrants and SGEs. couse, or my dependent	Yes 🗌 No 🗆
Step 3: If you selected Yes for <u>ar</u> Part (I, II, III, IV, or V) of I		must describe the repor	rtable interests that you have i	n the corresponding
Step 4: Sign and date the form.				
Step 5: Submit the completed for	-			
l certify that the statements I ha best of my knowledge.	ve made on this	form and all attached	statements are true, comple	te, and correct to th
Signature of Employee		-		Date (mm/dd/yy)
FOR REVIEWERS' USE ONLY:		<u></u>		
On the basis of information con			iler is in compliance with app	licable laws and
regulations, except as noted in the "comments" box below. Signature and Title of Supervisor/Other intermediate Reviewer (if required by the agency)			Date (mm/dd/yy)	
Signature and Title of Superviso	N/Other intermedi	ato regional (ii regione	a by the agonoy/	
E-mail Address			Phone Number	
Signature and Title of Agency's	Final Reviewing (Official		Date (mm/dd/yy)
Comments of Reviewing Officia	ls	<u> </u>		
1			(Check box if continued	d on additional page 🔲

Form Approved OMB No. 3209-0006

Emptoyee's Name (Print last, first, middle initial)	Page Number

Part 1: Assets and Income

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:	
 Assets held for investment with a value greater than \$1,000 at the end of the reporting period OR assets held for investment which produced more than \$200 in income during the reporting period, including but not limited to: Assets such as stocks, bonds, annuities, trust holdings, partnership interests, life insurance, investment real estate, or a privately-held trade or business Sector mutual funds: those funds invested in a particular industry, business, or location such as ABC Electronics Fund or XYZ Canada Fund (report the full name of the fund, not just the general family fund name) Holdings of retirement plans, such as 401(k)s or IRAs (list each holding except diversified mutual funds) Holdings of investment life insurance Holdings of variable annuities Defined benefit pension plans provided by a former employer (include the name of the employer) 	 Federal Government retirement benefits Thrift Savings Plan Certificates of deposit, savings or checking accounts Term life insurance Money market mutual funds and money market accounts Your personal residence, unless you rent it out Diversified mutual funds, such as ABC Equity Value Fund or XYZ Large Capital Fund U.S. Government Treasury bonds, bills, notes, and savings bonds Money owed to you, your spouse, or dependent child by a spouse, parent, sibling, or child 	
	<u> </u>	
Also Report:	Do Not Report:	
 For yourself. (1) all sources of salary, fees, commissions, and other earned income greater than \$200, (2) honoraria greater than \$200, and (3) other non-investment income such as scholarships, prizes, and gambling income greater than \$200 For your spouse: (1) all sources of salary, fees, commissions, and other earned income greater than \$1,000, and (2) honoraria greater than \$200 	Dependent child's earned income Veterans' benefits Federal Government salary Social Security benefits	

Important Definitions

Diversified Mutual Fund – A mutual fund that does not have a stated policy of concentrating its investments in one industry, business, or single country other than the United States.

Sector Mutual Fund – A mutual fund that concentrates its investments in an industry, business, single country other than the United States, or bonds of a single state within the United States.

Dependent Child – A son, daughter, stepson or stepdaughter who is either unmarried and under age 21 and living in the filer's house, or considered dependent under the U.S. tax code.

Reportable Information - Go to the last page to see examples of how to report assets and income.

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
1	
2	
3	
4	
5	

Employee's Name (Print last, first, middle initial)			Page Number

Part I: Assets and Income Continuation Page

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
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1	Employee's Name (Print last, first, middle initial)	Page Number
	Employee 5 Name (Franciest, 1856, Induse index)	rage number
		ĺ

Part II: Liabilities

	eport for Yourself, Spouse, and Dependent nild:	Do	Not Report:
•	A liability over \$10,000 owed at any time during the reporting period, other than a loan from a financial institution or business entity granted on terms made available to the general public A loan over \$10,000 from an individual, such as a friend or a business associate	•	Any liability, such as a mortgage, a student loan, or a credit card account, from a financial institution or business entity granted on terms made available to the general public Loans secured by automobiles, household furniture, or appliances, unless the loan exceeds the purchase price of the item it secures Liabilities that you owe to your spouse or to the parent, sibling, or child of you, your spouse, or your dependent child

Reportable Information - Go to the last page to see examples of how to report liabilities.

Name of creditor (include city and state where creditor is located)	Type of liability (personal loan, margin account, etc.)
1	
2	

Part III: Outside Positions

Report for Yourself:	Do Not Report:
All positions outside the U.S. Government held at any time during the reporting period, whether or not you were compensated and whether or not you currently hold that position. Positions include an officer, director, employee, trustee, general partner, proprietor, representative, executor, or consultant of any of the following: Corporation, partnership, trust, or other business entity Non-profit or volunteer organization Educational institution	Any position with a Religious entity Social entity Fratemal entity Political entity Any position held by your spouse or dependent child Any position that you hold as part of your official duties

Reportable Information – Go to the last page to see examples of how to report outside positions.

Organization (include city and state where organization is located)	Type of organization	Position	No longer held
2			
3			
4			
5			
6			

Employee's Name (<i>Print last, first, middle initial</i>)	Page Number

Part IV: Agreements or Arrangements

Continuing participation in an employee pension or benefit plan maintained by a former employer		Do	Do Not Report:		
•	by a former employer A leave of absence	•	Any agreement or arrangement related to your employment by the Federal Government Spouse's and dependent child's		
:	Future employment, including date you accepted employment offer Continuation of payment by a former employer (including severance payments)	•	agreements or arrangements		

Reportable Information – Go to the last page to see examples of how to report agreements and arrangements.

Entity with which you have an agreement or arrangement (include city and state where entity is located)	Terms of Agreement or Arrangement
1	
2	
3	
4	

Part V: Gifts and Travel Reimbursements

Fill out this part only if you are filing an Annual Report. If you are a new entrant or an SGE, skip this part.

Report for Yourself, Spouse, and Dependent Child:	Do Not Report:
 Travel-related reimbursements (items such as lodging, transportation, and food) totaling more than \$350° from any one source during the reporting period; include where you traveled, the purpose, and date(s) of the trip Any other gifts totaling more than \$350° from any one source during the reporting period *If you received more than one gift from one source: Determine the value of each item you received from that source Ignore each item valued at \$140 or less Add the value of those items valued at more than \$140; if the total is more than \$350, then you must list those items on this form 	 Anything received from relatives, the U.S. Government, D.C., state, or local governments Bequests and other forms of inheritance Gifts and travel reimbursements given to your agency in connection with your official travel Gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises Anything received by your spouse or dependent child totally independent of their relationship to you

Reportable Information – Go to the last page to see examples of how to report gifts and travel reimbursements.

Source	Description	
1		
2		_
3		

EXAMPLES

Part I: Assets and Income

Specific stock, bond, sector mutual fund, type/location of real estate, etc. (Indicate the full name of each specific asset or investment. You may add the ticker symbol to the full name.) Name of Employer or Business; Source of Fees, Commissions, or Honoraria (Include brief description.) You may distinguish any entry for a family member by preceding it with S for spouse, DC for dependent child, or J for jointly held.	No longer held
XYZ Japan Fund (Example of sector mutual fund)	
OGE Energy (Example of stock that produced more than \$200 in capital gains)	
(S) OGC Communications (Example of stock held in a 401(k) plan)	
ABC Healthcare Fund (Example of sector fund held in a variable annuity)	
Rental Condo, Anchorage, AK (Example of investment real estate)	
Bryggadune University – former employer	<u> </u>
(S) Express Medical Clinic – employer	🗇
Association of Accountants – honoraria	

Part II: Liabilities

Name of creditor (city and state)	Type of liability (personal loan, margin account, etc.)
John Jones (Denver, CO)	Personal loan from a friend
ANW investment Company (San Francisco,	Margin account
(CA)	

Part III: Outside Positions

Organization (city and state)	Type of organization	Position	No longer held
Bryggadune University (Memphis, TN)	Educational institution	Professor	☒
ISK Family Trust (Boynton Beach, FL)	Family Trust	Trustee	
Scenic Rivers Association (Nashville, TN)	Non-profit environmental organization	Member, Board of Directors	⊠

Part IV: Agreements or Arrangements

Entity with which you have an agreement or arrangement (include city and state where entity is located)	Terms of Agreement or Arrangement
Dee, Jones & Smith (San Diego, CA)	Will receive pension benefits (defined benefit plan) (Example of continuing participation in an employee pension or benefit plan by a former employer)
Hartford & Brown (San Diego, CA)	Employment agreement with Hartford & Brown. Starting work as attorney in July 2012. Entered into agreement in October 2011. (Example of agreement for future employment)

Part V: Gifts and Travel Reimbursements

Source	Description
Dee, Jones & Smith	Leather briefcase (Example of a gift totaling more than \$350 from one source)
CGH Culinary Institute	Airline ticket, hotel room, and meals incident to culinary seminar in Tokyo,
,	Japan from May 1-5, 2011 (Example of travel reimbursement)

AMENDME								
2. AMENDME	NT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REG. NO.	5. PR	ROJECT NO.	(if applicable)	
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			108	. DATED (SEE ITEM 13)				
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CONTINUATION SHEET	HSCECR-09-D-00002/P00025	2	4

1 2 8	MIAMI, FL (G-SITE) ICE/ERO	(C)	(D)	(E)	(F)
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2					
6	2805 Southwest 145th Avenue				
	Miramar, Florida 33027]			
- (•	İ	1		
	CAPACITY: 50 SLOTS				
				1	
	Per Section H.4 (Procedure for Activation of Additional ISAP II Field Office/Sub-Office				
	Locations) of Contract No. HSCECR-09-D-00002, BI	Į			
	Incorporated has no more than thirty (30)		1		
	calendar days from receipt of an authorization				
	letter signed by the ISAP II Contracting Officer				
	to commence ISAP II services and fulfill all SOW				
	requirements at the Miami, FL Sub-Office. This	ł .	<u> </u>		
r	modification shall serve as the Contracting		1		
- 10	Officer's authorization letter.				
] .	BI shall be prepared to commence ISAP II services				
	at the above referenced G-Site no later than			1	
	Monday, July 29, 2013.			i	
- 1		ļ			
	Effective immediately, all existing and				
	future G-Site locations shall adhere to the		}		
	following requirements:		L		
	(a) Each Case Specialist (CS) assigned to an				
	ISAP II G-Site must have sufficient and				
	appropriate space to be able to perform their				
1	required duties in a private location out of				
	public view so as not to infringe upon the	[
	participant; s right to privacy during the intake		1 1		
]	phase.				
	(b) The CS shall not have access to secure areas				
	where the public, attorneys, non-government				
	organizations or non-law enforcement officers do		1	i	
	not typically have access when visiting other	1	1		
	aliens held in custody.		1		
	(c) PIV cards shall be issued to only the number		1		
	of CSs required to perform the duties required				
	for a G-Site location, and only for the				
	performance of specific duties pertaining to				
	participants; enrollment and technology	1] [
	assignment. Issuance of a second PIV card to an	1			
	alternate CS is acceptable to ensure appropriate				
	coverage for personal time off, sick leave or other unforeseen circumstances associated with	1			
	Continued				
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CONTINUATION OFFET	REFERENCE NO OF DOCUMENT BEING CONTINUED	PAGE (OF
CONTINUATION SHEET	HSCECR-09-D-00002/P00025	3	4

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	(D)	UNIT PRICE (E)	AMOUNT (F)
,	the primary CS.		-		,-,
	3. Effective immediately, the Full-Service (FS) capacity for the following ISAP II locations is hereby increased:				
	Marlton, NJ (K-Site) From: 200 slots To: 400 slots				
	Phoenix, AZ (K-Site) From: 325 slots To: 400 slots				
	Salt Lake City, UT (K-Site) From: 175 slots To: 300 slots				
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT# HSCECR-09-D-00002 REMAIN UNCHANGED.				
	CONTRACTOR STATEMENT OF RELEASE: In consideration of the modification agreed to herein, as complete equitable adjustment for the changes specified, the contractor hereby releases Immigration and Customs Enforcement (ICE) from any and all liability under this contract/order for further equitable adjustment attributable to such facts or circumstances giving rise to this adjustment.				
	For inquiries related to this action, please contact the following ICE/OAQ personnel:				
(7)(0) (7)(0) (7)(0)	Phone: 202-732- Email: Contracting Officer Phone description: Edhs.gov.				
	The Program Office POCs for this action are as follows:				
(7)(C) (7)(C) (7)(C)	COTR Phone: 202-732- Email: #dhs.gov	!			
)(7)(0))(7)(0))(7)(0)	Phone: 202-732 @dhs.gov Continued				

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NAME OF OFFEROR OR CONTRACTOR

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NSN 7540-01-152-8087

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
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	Period of Performance: 11/06/2009 to 11/05/2014	\		ì	
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AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00026	See Block 16C	in the distribution of the state of the stat	(in approach)
6. ISSUED BY CODE	ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6	CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Com	mpliance	ICE/Compliance & Remov	val/Compliance
Immigration and Customs Enfo	rcement	Immigration and Custom	ns Enforcement
Office of Acquisition Manage	ement	Office of Acquisition	Management (b)(6),(b)(7)(C
Washington DC 20536		801 I Street NW,	(1)(5)(5)(5)(6)(6)(6)(7)(6)(6)(6)(6)(6)(6)(6)(6)(6)(6)(6)(6)(6)
"ashington De 20000		Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION N	4O.
BI INCORPORATED			
6400 LOOKOUT ROAD		9B. DATED (SEE ITEM 11)	
BOULDER CO 803013377			
		10A. MODIFICATION OF CONTRACT/O	DRDER NO.
		* HSCECR-09-D-00002	
		400 DATED (055 (T544.42)	
CODE 0041400500000	FACILITY CODE	10B. DATED (SEE ITEM 13)	
0941609590000		07/17/2009	
		AMENDMENTS OF SOLICITATIONS	
The above numbered solicitation is amended as set for Offers must acknowledge receipt of this amendment p	-		is extendedis not extended.
Items 8 and 15, and returning co	pies of the amendment; (b) By acknowle	ledging receipt of this amendment on each copy	of the offer submitted; or (c) By
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF			
virtue of this amendment you desire to change an offe	er already submitted, such change may	be made by telegram or letter, provided each te	
to the solicitation and this amendment, and is receive	<u> </u>	ecified.	
12. ACCOUNTING AND APPROPRIATION DATA (If red See Schedule	quirea)		
	ODIFICATION OF CONTRACTS/ORDE	ERS. IT MODIFIES THE CONTRACT/ORDER N	O. AS DESCRIBED IN ITEM 14.
A. THIS CHANGE ORDER IS ISSUED!	PURSUANT TO: (Specify authority) TH	HE CHANGES SET FORTH IN ITEM 14 ARE M	ADE IN THE CONTRACT
	CT/ORDER IS MODIFIED TO REFLEC H IN ITEM 14, PURSUANT TO THE AU	IT THE ADMINISTRATIVE CHANGES (such as JTHORITY OF FAR 43,103(b).	changes in paying office,
X C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PHRSHANT TO	ALETHORITY OF	
o. This out a length a route in a	TO ENTERED INTO CORCORNIC TO		
D. OTHER (Specify type of modification	and authority)		
E. IMPORTANT: Contractor is not.	is required to sign this document a	and return copies to	the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION			
DUNS Number: 094160959	•		
MODIFICATION P00026 IS BEI	NG ISSUED FOR ADMIN	ISTRATIVE PURPOSES ONLY	.
THE PURPOSE OF MODIFICATION	P00026 IS AS FOLLOW	S:	
NETective immediately,	shall	replace	as the the the the
Contracting Officer for the	ISAP II Contract No	. HSCECR-09-D-00002 and	all task orders
issued against it, to includ	Re HSCECR-09-J-00040	, HSCECR-11-J-00001, HSC	CECR-12-J-00001, and
HSCECR-13-J-00001. Followin	g is the contact in	formation for	\$(6),6)(7)(0
PN6%e: (202) 732-			
Continued			
Except as provided herein, all terms and conditions of the	he document referenced in Item 9A or 1		
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTI	MG OFFICER (1996 of print)
D(B)(7)(C)			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		16C, DATE SIGNED
		1	6 SEPT 2013
(Signature of person authorized to sign)			STANDARD FORM 30 (REV. 10-83)
NSN 7540-01-152-8070 Previous edition unusable			Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	HSCECR-09-D-00002/P00026	2	2

NAME OF OFFEROR OR CONTRACTOR

BI INCORPORATED

ITEM NO.	SUPPLIES/SERVICES	QUANTITY (C)	זואט (D)	UNIT PRICE (E)	AMOUNT (F)
(A)	(B)	1 (0)	(ע)	(E)	(F)
(D)(T)(d),	Fax: (202) 732-7446 Email: ice.dhs.gov				
	jice.uis.gov				
	All other terms and conditions of Contract No. HSCECR-09-D-00002 remain unchanged.				
	======================================			1	
	For inquiries related to this action, please contact the following ICE/OAQ personnel:			1	
	contact the following ICE/OAQ personnel:			ļ	
),(b)(7)(C))	Contracting Officer				
),(t)(7)(t); 	Phone: (202) 732- Fax: (202) 732-7446	1			
(D)(F)(d),(Fax: (202) 732-7446 Email: ice.dhs.gov				
	,				
	or				
0),(b)(7)(C)	Contract Specialist				
(0),(0),(0),(0)	Phone: 202-732-				
),(b)(7)(C)	Email: Pice.dhs.gov				
	The Program Office POCs for this action are as				
	follows:				
(D)(F)(Đ,					
5),(b)(7)(C)	COTR Phone: 202-732-				
),(b)(7) (6);	Email: @dhs.gov	j			
5),(b)(7)(C)				1	
6),(b)(7) (C)	ACOTR Phone: 202-732-			İ	
5),(b)(7)(C)	Email: #dhs.gov				
	Exempt Action: N Period of Performance: 11/06/2009 to 11/05/2014			l	
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AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1 CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00028	See Block 16C		, , ,
6. ISSUED BY	CODE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item	code ICE/CR/COMPLIANO
ICE/Compliance & Removal		ICE/Compliance & Remo	<u> </u>
Immigration and Customs	<u> </u>	Immigration and Custo	oms Enforcement
Office of Acquisition Ma:		Office of Acquisition	n Management
801CI Street NW.		601 I Street NW,	(b)(6),(1
Washington DC 20536		Attn:	Œ)(E)(E)
		Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (N	o , street, county, State and ZIP Code)	(x) 9A AMENDMENT OF SOLICITATION	I NO.
BI INCORPORATED			
6400 LOOKOUT ROAD		9B. DATED (SEE ITEM 11)	-
BOULDER CO 803013377			
		IAN HODISIONATION OF FOURTH OF	
		10A. MODIFICATION OF CONTRACT BSCECR+09+D+000002	/ORDER NO.
		10B_DATED (SEE ITEM 13)	
CODE 0941609590000	FACILITY CODE	07/17/2009	
	11. THIS ITEM ONLY APPLIES 1	O AMENDMENTS OF SOLICITATIONS	
The above numbered solicitation is amended a			us outended
Offers must acknowledge receipt of this amend	ment poor to the hour and date specified in	the solicitation or as amended, by one of the fol	is extended, is not extended llowsed methods. (a) By completen
Items 8 and 15, and returning	copies of the amendment; (b) By acknow	wledging receipt of this amendment on each col	py of the offer submitted; or (c) By
separate letter or telegram which includes a ref	erence to the solicitation and amendment or	imbers. FAILURE OF YOUR ACKNOWLEDGE	FURNITIO BE DECRIVED AT
THE PLACE DESIGNATED FOR THE RECEIF	'T OF OFFERS PRIOR TO THE HOUR AND	DOTE SPECIFIED MAY RESULT IN REJECT	HON OF YOUR OFFER. If hy
 virtue of this amendment you desire to change to the solicitation and this amendment, and is n 	an offer already submitted, such change ma	y be made by telegram or letter, provided each	telegram or letter makes reference
12. ACCOUNTING AND APPROPRIATION DATA	<u> </u>	pecnied.	<u> </u>
See Schedule	(h requied)		
	TO MODIFICATION OF CONTRACTS/ORD	DERS. IT MODIFIES THE CONTRACT/ORDER	NO AS DESCRIPTE IN MANAGEMENT
		ALICE OF INCESTING CONTRACTION DER	NO. AS DESCRIBED IN ITEM 14.
CHECK ONE A. THIS CHANGE ORDER IS ISS	GUED PURSUANT TO, (Specify authority) T	HE CHANGES SET FORTH IN ITEM 14 ARE I	MADE IN THE CONTRACT
ORDER NO. IN ITEM 10A.		The state of the s	TABLE IN THE CONTRACT
B. THE ABOVE NUMBERED CO	NTRACT/ORDER IS MODIFIED TO REFLE	CT THE ADMINISTRATIVE CHANGES (such a JUTHORITY OF FAR 43 103(b).	s chauges in paying office
appropriation date, etc.) SET I	ORTH IN ITEM 14, PURSUANT TO THE A	UTHORITY OF FAR 43 103(b).	a subject of paying conver
C. THIS SUPPLEMENTAL AGRE	EMENT IS ENTERED INTO PURSUANT TO	D AUTHORITY OF	
D. OTHER (Specify type of modifi-	cation and authority)		
	,,		
E. IMPORTANT: Contractor X is	not is required to sign this document	and reluce	
14. DESCRIPTION OF AMENOMENT/MODIFICA			*
DUNS Number: 094160959	TION (Organized by OCF Section readings,	, including solicitation/contract subject matter w	here feasible.)
	ON B00000 to to Botte		
THE PURPOSE OF MODIFICATI	ON POSOSS IS AS FOLLOW	IS:	
Remove	as a Assistant Contrac	ting Officer's Technica	l Representative
(ACOTR).			
A.O.A.O.d	s Assistant Contractio	ng Officer Representativ	A (ACOB)
		Nepresentativ	c (noon).
ALL OTHER TERMS AND CONDI	TIONS OF CONTRACTA HOS	NECT AS A SASSA STILL	
LI OTHER TERMS AND CONDI	TIONS OF CONTRACT# USC	TECK-08-9-0000% KEWAIN O	NCHANGED.
		: 	
ontinued			
Except as provided herein, all terms and condition	s of the document referenced in Hem 9A or	10A, as heretofore changed, remains unchange	ed and in full force and effect.
5A. NAME AND TITLE OF SIGNER (Type or prin		16A NAME AND TITLE OF CONTRACT	
).(D)(C)(C)		 	
15B. CONTRACTOR/OFFEROR	15C DATE SIGNED		16C, DATE SIGNED
			4 NOV 2013
(Signature of person authorized to sign)		ing On	(cer)
NSN 7540-01-152-8070			STANDARD FORM 30 (REV. 10-83)
Previous edition unusable			Prescribed by GSA

Page 263 of 282

Prescribed by GSA FAR (48 CFR) 53.243

CONTIN	HSCECR-09-D-00002/P00028		_			
	EROR OR CONTRACTOR					
BI INCO	RPORATED SUPPLIES/SERVICES	QUANTITY		UNIT PRICE		TAUC
(A)	(B)	(C)	(D)	(E)		(F)
				!		
	For inquiries related to this action, please contact the following ICE/OAQ personnel:					
o)(6),(b)(7)(C) o)(6),(b)(7)(G)	Contracting Officer Phone: {202} 732-					
ь)(б),(b)(7)(C)	Fax: (202) 732-7446 Email: ice.dhs.gov					
	or					
b)(6),(b)(7)(C) b)(6),(b)(7)(C) b)(6),(b)(7)(C)	Phone: 202-732- ice.dhs.gov					
	The Program Office POCs for this action are as follows:					
b)(6),(b)(7)(C) b)(6),(b)(7)(C) b)(6),(b)(7)(C)	COR Phone: 202-732 Email: dhs.gov					
b)(6),(b)(7)(C) b)(6),(b)(7)(C)	ACOR Phone: (202) 732					
b)(6),(b)(7)(C)	Email: ice.dhs.gov Exempt Action: N Period of Performance: 11/06/2009 to 11/05/2014					
				1		
				i	i	

REFERENCE NO. OF DOCUMENT BEING CONTINUED

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	1 7 S PROJECT NO. (If applicable)
P00029 3.ISSUED BY	See Block 16C CODE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/CR/COMPLIANC
CE/Compliance & Removal (mmigration and Customs Office of Acquisition Ma	/Compliance Enforcement	ICE/Compliance & Removal Immigration and Customs Office of Acquisition Ma 801 I Street NW,	/Compliance Enforcement
(ashington DC 20536		Washington DC 10536	(υ, ε,
3. NAME AND ADDRESS OF CONTRACTOR (N	o street county, State and ZIP Code)	(x) 9A AMENDMENT OF SOLICITATION NO.	
I INCORPORATED 400 LOOKOUT ROAD OULDER CO 803013377		98. DATED (SEE ITEM 11)	
		# IDA MODIFICATION OF CONTRACT/ORDI	ER NO
		10B DATED (SEE ITEM 13)	
ODE 0941609590000	FACILITY CODE	07/17/2009	
<u> </u>	11. THIS ITEM ONLY APPLIES TO	O AMENDMENTS OF SOLICITATIONS	· · · · · · · · · · · · · · · · · · ·
CHECK ONE A. THIS CHANGE ORDER IS IS ORDER NO. IN ITEM 10A.	SUED PURSUANT TO. (Specify authority) TH	ERS. IT MODIFIES THE CONTRACT/ORDER NO. A HE CHANGES SET FORTH IN ITEM 14 ARE MADE OF THE ADMINISTRATIVE CHANGES (such as char UTHORITY OF FAR 43, 103(b)	IN THE CONTRACT
	EÉMENT IS ENTÉRÉD INTO PURSUANT TO		
D. OTHER (Specify type of mode	fication and authority)		
X FAR 52.217-9 Opt	ion To Excend The Term	of the Contract (MAR 2000))
. IMPORTANT: Contractor is	not, x is required to sign this document a	and return capies to the is	ssuing office.
DUNS Number: 094160959	BEING ISSUED FOR ADMIN	including solicitation/contract subject matter where I ISTRATIVE PURPOSES ONLY.**	
To exercise Option Yes 2.217-9, to continue pro	ear Four of Contract No ofessional support serv	s: . HSCECR-09-D-0002, in acc ices for the Intensive Sup November 6, 2013 through N	pervision
ervices is currently procontinued	ovided via task order a		
		IOA, as heretofore changed, remains unchanged and	
ISA. NAME AND TITLE OF SIGNER <i>(Type or pr</i> (b)(T)(C)	IRI)	16A. NAME. AND TITLE OF CONTRACTING C	JEFICER (Type or print)
15B. CONTRACTOR/OFFEROR	15G DATE SIGNED	_	
(Signature of person authorized to sign)			16C. DATE SIGNED 5 NOV 2013
	l	ng O ^m cer)	STANDARD FORM 30 (PEV. 10.83)

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53,243

Previous edition unusable

CONTINUE TION OFFEE	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF .
CONTINUATION SHEET	HSCECR-09-D-00002/P00029	2	7

NAME OF OFFEROR OR CONTRACTOR

ΒI	INCORPORATED	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	דואט (D)	UNIT PRICE	AMOUNT
(A)	(B)	(0)	(ע)	(E)	(F)
	3. All other terms and conditions of Contract				
	HSCECR-09-D-00002 remain unchanged.				
	·				
				İ	
	CONTRACTOR STATEMENT OF RELEASE: In				
	consideration of the modification agreed to herein, as complete equitable adjustment for the				
	changes specified, the contractor hereby releases				
	Immigration and Customs Enforcement (ICE) from				
	any and all liability under this contract/order				
	for further equitable adjustment attributable to				
	such facts or circumstances giving rise to this adjustment.				
	For inquiries related to this action, please				
	contact the following ICE/OAQ personnel:				
)(T)(C)	Contracting Officer				
0(0)(6)	Phone: (202) 732-				
	Fax: (202) 732-7446				
)(T)(C)	Email: lice.dhs.gov				
	or				
)(T)(C)	Contract Specialist				
)(7)(C)	Phone: 202-732-				
)(7)(6)	Email: @ice.dhs.gov	İ			
	The Program Office POCs for this action are as follows:			1	
	lollows:				
0(7)(C)	COR				
)(7)(C)	Phone: 202-732-			1	
)(7)(C)	Email:dhs.gov				
)(7)(C)	ACOR				
)(7)(0)	Phone: (202) 732				
)(7)(Ö)	Email: !ice.dhs.gov				
	Exempt Action: N		ľ		
	Delivery: 30 Days After Award				
	Discount Terms:			1	
	Net 30 Delivery Location Code: ICE/DRO		İ		
	ICE Detention & Removal			ŀ	
	Immigration and Customs Enforcement				
etacka etacka	801 I Street, NW			1	
)(7)(C) 	Machineton OC 20526				
	Washington DC 20536 Continued				
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CONTIN	UATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00029				PAG 3	E 0	F 7
	FEROR OR CONTRACT	FOR						<u> </u>
ITEM NO.		SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE		AMOUN	
	Accounting FOB: Destir							
4001	Period of in Change Item is the total CONTRACT Maprovide all oversight, ISAP II proceed to comply with Licenses/Ce	Performance: 11/06/2009 to 11/05/2014 a 4001 to read as follows(amount shown				***************************************	(b)(≃)	
	Option Year 06 November Obligated A	4 Period of Performance: 2013 through 05 November 2014 mount: \$0.00						
4002	SUPERVISION The Contract and report PRE, POST, each ISAP I Sections 5. requirement levels of s SLINs 4002A Option Year 06 November			EA				0.0
	Change Item is the total Continued .							

HSCECR-09-D-00002/P00029	CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	QF
	CONTINUATION SHEET	HSCECR-09-D-00002/P00029	4	7

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002A	Pre-Order Supervision (PRE)	1 (5)	<u> </u>	(27	- (1)(2)
	Fixed Unit Price		П		
	The unit ¿EA; represents a Participant Day (PD)				
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the Pre-Order			İ	
	Supervision (PRE) stage in accordance with Section 5.2.4.3.1 of the SOW.				
;	CLIN 4002A OY 4 NTE Amount:				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014				
	Obligated Amount: \$0.00				
	Change Item 4002B to read as follows (amount shown		ΙÌ		
	is the total amount):				
4002B	Post-Order Supervision (POST)				(b)(=)
	Fixed Unit Price	_			_
	The unit ¿EA; represents a Participant Day (PD)		ΙÌ		
	The Contractor shall administer, monitor, track,				
	and report ISAP II participants in the Post-Order	1			
	Supervision (POST) stage in accordance with Section 5.2.4.3.2 of the SOW.				
	CLIN 4002B OY 4 NTE Amount:				
)	OBIN 1002B OI 7 INTE AMOGNIC.				
	Option Year 4 Period of Performance:				
	06 November 2013 through 05 November 2014				
	Obligated Amount: \$0.00				
	Change Item 4002C to read as follows(amount shown				
	is the total amount):	1			
4002C	Appeal Period Supervision (Appeal)			<u> </u>	(t)(±)
	Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)				
		}			
	The Contractor shall administer, monitor, track, and report ISAP II participants in the Appeal				
	Period Supervision (Appeal) stage in accordance]			
	with Section 5.2.4.3.3 of the SOW.				
	CLIN 4002C OY 4 NTE Amount:				
	Continued			i	
				ĺ	
	j				
7540-01-182					

CONTIN	NTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00029						PAGE OF		
	FEROR OR CONTRACT	<u> </u>						3 1 /	
ITEM NO.	I OKATED	SUPPLIES/SERVICES		QUANTITY (C)	UNIT	UNIT PRICE		AMOUNT (F)	
(b)(-)					T				
	06 November	r 4 Period of Performs r 2013 through 05 Nove Amount: \$0.00					 		
	Change Item	1 4002D to read as for all amount):	llows (amount shown						
4002D	Fixed Unit	ably Foreseeable Remo Price A; represents a Part:						(b)(c)	
	and report POCR-Reason	tor shall administer, ISAP II participants ably Foreseeable Remo ace with Section 5.2.4	in the oval (RFR) stage						
(b)(=) 	CLIN 4002D	OY 4 NTE Amount:	1						
	06 November	4 Period of Performa 2013 through 05 Nove mount: \$0.00							
	Change Item is the tota	4002E to read as foll amount):	lows(amount shown						
4002E	POCR-Non-Fo Removal (NF Fixed Unit The unit ¿E	R)	cipant Day (PD)					(b)(=)	
ı	and report POCR-Non-Fo	tor shall administer, ISAP II participants reseeable Removal (NF with Section 5.2.4.3.	in the R) stage in			i	1. 9. 9.		
(b)(±) 	CLIN 4002E	OY 4 NTE Amount:							
	06 November	4 Period of Performa 2013 through 05 Nove mount: \$0.00							
	Change Item is the total Continued .		ows(amount shown						
NSW 7540-01-159									

CONTINUATION SUCET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE C	F
CONTINUATION SHEET	HSCECR-09-D-00002/P00029	6	7

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
4003	ELECTRONIC MONITORING (EM) SUB-CONTRACT LINE ITEMS (SLINs):		EA		0.00
	The Contractor shall provide Electronic Monitoring (EM) Services where EM (i.e. TR, GPS/A, or GPS/P) is used in conjunction with a Supervision SLIN OR as the sole means of participant supervision (i.e. EM-Only). EM services shall be provided under SLINs 4003A, 4003B, and 4003C.				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 (Not Separately Priced)				
	Change Item 4003A to read as follows(amount shown is the total amount):				
4003A	EM Telephonic Reporting (TR) Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)				(B)(2)
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM TR supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
	CLIN 4003A OY 4 NTE Amount:				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Obligated Amount: \$0.00	;			
ļ	Change Item 4003B to read as follows(amount shown is the total amount):				
4003B	EM Global Positioning System/Active (GPS/A) Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)				(b)(-)
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/A supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW. Continued				
ļ					
			H		

CONTIN	HATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCECR-09-D-00002/P00029				PAGE OF
	FEROR OR CONTRACTOR RPORATED				
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
(b)(4)	CLIN 4003B OY 4 NTE Amount:				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Obligated Amount: \$0.00				
	Change Item 4003C to read as follows(amount shown is the total amount):				
4003C	EM Global Positioning System/Passive (GPS/P) Fixed Unit Price The unit ¿EA; represents a Participant Day (PD)	!			Ф <i>X</i> -3
	The Contractor shall administer, monitor, track, and report ISAP II participants placed in EM GPS/P supervision in accordance with Section 5.2.4.6 and Appendix C (Detailed Electronic Monitoring Technology Specifications) of the SOW.				
(b)(4) 	CLIN 4003C OY 4 NTE Amount:				
	Option Year 4 Period of Performance: 06 November 2013 through 05 November 2014 Obligated Amount: \$0.00	:			
		:			
				ı	
47041 77 10 04 150					

AMCHIDMCLICATIONS	0 EEF-COLE 5/44	4 DESTRUCTION TO THE COLUMN	E PRO (ECT NO Management)
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
00020 ISSUED BY	See Block 16C CODE ICE/CR/COMPLIANCE	7. ADMINISTERED BY (II other than Item 6)	CODE ICE/CR/COMPLIANCE
	TCE/ CR/ COMPLIANCE	⊣	TCE/CK/COMPTIANCE
CE/Compliance & Remova mmigration and Customs		ICE/Compliance & Removal/ Immigration and Customs B	
ffice of Acquisition M		Office of Acquisition Mar	
OT Street NW,		801 I Street NW,	(b)(6),(l
ashington DC 20536		Attn:	(5)(6),(
NAME AND ADDRESS OF CONTRACTOR	This street county State and 709 Code)	Washington DC 20536	· · · · · · · · · · · · · · · · · · ·
	, , , , , , , , , , , , , , , , , , , ,	(X) BA AMENDMENT OF SUBCITATION NO.	
INCORPORATED		69. DATED (SEE ITEM 11)	<u> </u>
100 LOOKOUT ROAD		B. DATED (SEE /IEM 11)	
OULDER CO 803013377			
		X HSCECR-09-D-00002	R NO.
		10B. DATED (SEE ITEM 13)	
ODE 0941609590000	FACILITY CODE	07/17/2009	
	11. THIS FIEM ONLY APPLIES Y	O AMENDMENTS OF SOLICITATIONS	
	d as set forth in Item 14. The hour and date spo	sciffed for receipt of Offers Lise the solicitation or as amended, by one of the following r	outended. Sis not extanded.
irtue of this amendment you desire to char o the solicitation and this amendment, and	age an offer already submitted, such change may is received prior to the opening hour and date s	DOATE SPECIFIED MAY RESULT IN REJECTION OF y be made by telegram or latter, provided each telegram pecified.	m or letter makes reference
ACCOUNTING AND APPROPRIATION DA	VIV (II tedalod)	•	
	LIES TO MODIFICATION OF CONTRACTS/ORD	ERS. IT MODIFIES THE CONTRACT/ORDER NO. AS	DESCRIBED IN ITEM 14.
		THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE ADMINISTRATIVE CHANGES (Such as changuring of FAR 43.103(b).	
B. THE ABOVE NUMBERED appropriation date, etc.) S		CT THE ADMINISTRATIVE CHANGES (such as chang JUTHORITY OF FAR 43.103(b).	
B. THE ABOVE NUMBERED appropriation date, etc.) Si	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A GREEMENT IS ENTERED INTO PURSUANT TO	CT THE ADMINISTRATIVE CHANGES (such as chang JUTHORITY OF FAR 43.103(b).	
B. THE ABOVE NUMBERED appropriation date, stc.) Si C. THIS SUPPLEMENTAL AC	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A SREEMENT IS ENTERED INTO PURSUANT TO odficellon and suthodiy)	CT THE ADMINISTRATIVE CHANGES (such as chang JUTHORITY OF FAR 43.103(b).	
B. THE ABOVE NUMBERED appropriation date, stc.) SI C. THIS SUPPLEMENTAL AC D. OTHER (Specify type of m X BY MUTUAL AGREE	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A GREEMENT IS ENTERED INTO PURSUANT TO odification and authority) EMENT OF THE PARTIES	CT THE ADMINISTRATIVE CHANGES (such as charge). O ALTHORITY OF:	gas in paying cifice,
B. THE ABOVE NUMBERED appropriation date, stc.) S C. THIS SUPPLEMENTAL AC D. OTHER (Specify type of m X BY MUTUAL AGREE IMPORTANT: Contractor C	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A PREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES lis not. Is is required to sign this document.	CT THE ADMINISTRATIVE CHANGES (such as change). CAUTHORITY OF: and return	gas in paying office,
B. THE ABOVE NUMBERED appropriation date, etc.) S C. THIS SUPPLEMENTAL AC D. OTHER (Specify type of m X BY MUTUAL AGREE IMPORTANT: Confector C DESCRIPTION OF AMENDMENT/MODIF	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A SREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES lis not. [X] is required to sign this document FICATION (Organized by UCF section headings	CT THE ADMINISTRATIVE CHANGES (such as charge). O ALTHORITY OF:	gas in paying office,
B. THE ABOVE NUMBERED appropriation date, sta.) Si C. THIS SUPPLEMENTAL ACCOUNTS AND ACCOUNTS ASSET AS MUTUAL AGREEM ACCOUNTS CONTRACTOR ACCOUNTS Number: 094160959	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A SREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES lis not. (A) is required to sign this document FICATION (Organized by UCF section headings	CT THE ADMINISTRATIVE CHANGES (such as change) O ALITHORITY OF: and return	gas in paying office,
B. THE ABOVE NUMBERED appropriation date, sta.) Si C. THIS SUPPLEMENTAL ACT IN THE CONTROL OF AMENDMENT MODIFIED IN SINUMBER: 094160959	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A SREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES lis not. (A) is required to sign this document FICATION (Organized by UCF section headings	CT THE ADMINISTRATIVE CHANGES (such as change). CAUTHORITY OF: and return	gas in paying office,
B. THE ABOVE NUMBERED appropriation date, etc.) S C. THIS SUPPLEMENTAL AC D. OTHER (Specify type of m. X BY MUTUAL AGREE IMPORTANT: Confector C D. DESCRIPTION OF AMENDMENT/MODIF JNS Number: 094160959 MODIFICATION P00020 I	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A PREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES Its not. Elia required to sign this document FICATION (Organized by UCF section headings) S BEING ISSUED FOR ADMIN	CT THE ADMINISTRATIVE CHANGES (such as changed in the property of FAR 43.103(b). CAUTHORITY OF: and return	gas in paying office,
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B. THE ABOVE NUMBERED appropriation date, etc.) S C. THIS SUPPLEMENTAL ACC. D. OTHER (Specify type of m. X BY MUTUAL AGREE IMPORTANT: Confector C. DESCRIPTION OF AMENDMENT/MODIFICATION P00020 I MODIFICATION P00020 I	CONTRACT/ORDER IS MODIFIED TO REFLE ET FORTH IN ITEM 14, PURSUANT TO THE A SREEMENT IS ENTERED INTO PURSUANT TO odification and authority) CMENT OF THE PARTIES The not. Is is required to alon this document FICATION (Organized by UCF section headings S BEING ISSUED FOR ADMIN	CT THE ADMINISTRATIVE CHANGES (such as changed in the property of FAR 43.103(b). CAUTHORITY OF: and return	gas in paying cifice, suing office. easible.)
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CONTINUATION SHE	HSCECR-09-D-00002/P00020	2	3

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(Ɓ)	(C)	(D)	(E)	(F)
	Per Section H.4 (Procedure for Activation of	1			
	Additional ISAP II Field Office/Sub-Office				
	Locations) of Contract No. HSCECR-09-D-00002, BI		1 1	i	
	Incorporated has no more than thirty (30)		1 1		
•	calendar days from receipt of an authorization	İ			
	letter signed by the ISAP II Contracting Officer	ľ	1 1		
	to commence ISAP II services and fulfill all SOW		!		
	requirements at the Oklahoma City, OK and		1 1		
	Columbus, OH Sub-Office. This modification shall		1 1		•
	serve as the Contracting Officer's authorization	1		1	
	letter. Accordingly, BI shall be prepared to	1	1 1		
	commence ISAP II services at the aforementioned		li		
	"Government-Sites" no later than Monday, June 25,		1 !		
	2012.			ł	
	The location of the Oklahoma City, OK			- 1	
	Government-Site is as follows:				
İ	4400 SW 44th St			-	
	Oklahoma City, OK 73119		1	İ	
	· · · · · · · · · · · · · · · · · · ·			1	
	The location of the Columbus, OH Government-Site		h	[
	is as follows:				
				i	
6),(b)(7)(C)	50 West Broad Street,				
	Columbus, OH 43215				
		1			
	ALL OBUSED MEDIC AND CONDITIONS OF CONTRACTA	1			
	ALL OTHER TERMS AND CONDITIONS OF CONTRACT#		1		
	HSCECR-09-D-00002 REMAIN UNCHANGED.		1 I		
			!]		
	CONTRACTOR STATEMENT OF RELEASE: In		1 1		
	consideration of the modification agreed to		1 1		
	herein, as complete equitable adjustment for the		1 1		
	changes specified, the contractor hereby releases		1 1	Ļ	
	Immigration and Customs Enforcement (ICE) from		1 1		
	any and all liability under this contract/order		1 1		
	for further equitable adjustment attributable to		1 1		
	such facts or circumstances giving rise to this	1	1 1		
	adjustment.	1	1 1		
		Ī			
	For inquiries related to this action, please				
	contact the following ICE/OAQ personnel:		1 1		
5),(b)(7)(C)	Contracting Officer				
6),(b)(7)(6);	Phone: 202-732				
0,(t)(T)(C)	Email:dhs.gov.	1			
	Continued		11		
		1		·]	
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			1 1		
		1			

CONTINUATION SHEET HSCECR-09-D-00002/P00020					
NAME OF OF	FEROR OR CONTRACTOR RPORATED				-
ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT {D}	UNIT PRICE	AMOUNT (F)
	The Program Office POCs for this action are as follows:				
\$\(\psi\)\(\ps	Phone: 202-732- Email: edhs.gov				
(#)(#)(#)(#)(#)(#) (#)(#)(#)(#)(#)(#) (#)(#)(#)(#)(#)(#)	Phone: 202-732 Email: Edhs.gov Exempt Action: N				
	Period of Performance: 11/06/2009 to 11/05/2014				
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					, ,