Company Name:
Nakamoto Group

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

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

Latest Modification Processed:
P00013

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

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

1. **DATE OF ORDER**: 08/15/2007
2. **CONTRACT NO. (if any)**: ODT-6-D-0002
3. **ORDER NO.**:
   - SCEOP-07-F-01038
4. **REQUISITION/REFERENCE NO.**:
   - ICE Detention & Removal
5. **ISSUING OFFICE**:
   - ICE/Mission Support/Ast. Secretary
   - Immigration and Customs Enforcement
   - Office of Acquisition Management
   - 425 I Street NW, Suite 2208
   - Washington DC 20536
6. **SHIP TO**:
   - a. **NAME OF CONSIGNEE**: [Redacted]
   - b. **STREET ADDRESS**: Immigration and Customs Enforcement
     - 801 I Street, NW
     - Suite 900
   - c. **CITY**: Washington
   - d. **STATE**: DC
   - e. **ZIP CODE**: 20536
   - f. **SHIP VIA**:
7. **TO**:
   - a. **NAME OF CONTRACTOR**: NAKAMOTO GROUP INC
   - b. **COMPANY NAME**:
8. **STREET ADDRESS**:
   - 3347 ECLIPSE DR
9. **CITY**:
   - JEFFERSON
   - STATE: MD
   - ZIP CODE: 217557603
10. **ACCOUNTING AND APPROPRIATION DATA**:
11. **BUSINESS CLASSIFICATION**:
   - a. **SMALL**
   - b. **OTHER THAN SMALL**
   - c. **DISADVANTAGED**
   - d. **WOMEN-OWNED**
   - e. **HUBZone**
   - f. **EMERGING SMALL BUSINESS**
12. **F.O.B. POINT**:
   - ICE Detention & Removal
13. **PLACE OF**:
14. **GOVERNMENT BILL NO.**
15. **DELIVER TO F.O.B. POINT ON OR BEFORE** (Date)
16. **DISCOUNT TERMS**
17. **SCHEDULE (See reverse for Rejections)**

### Item No.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
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<td>Funding for the base period is provided by the following requisitions:</td>
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18. **SHIPPING POINT**
19. **GROSS SHIPPING WEIGHT**
20. **INVOICE NO.**

### Mail Invoice To:

- **NAME**: U.S. DEPT. OF HOMELAND SECURITY
- **STREET ADDRESS (or P.O. Box)**: U.S. IMMIG. AND CUSTOMS ENFORCEMENT
- **CITY**:

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<th>ITEM NO.</th>
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21. **MAIL INVOICE TO**:

- a. **NAME**:
- b. **STREET ADDRESS (or P.O. Box)**:
- c. **CITY**:

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<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
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22. **UNITED STATES OF AMERICA**

**AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE**

**Wanda I. Cruz**

**TITLE: CONTRACTING/ORDERING OFFICER**

**OPTIONAL FORM 347 (Rev. 3/2008)**

**Prepared by DSAFAIR 48 CCR 9.210 (d)**

**Date:08/15/2007**

**Signature:** [Signature]
<table>
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<th>ITEM NO.</th>
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(See Attachments A for further information).

Immigration and Customs (ICE), Office of Acquisition Management (OAM) is issuing a task order against the Federal Detention Trustee, IDIQ Contract No. ODT-06-0002 for contractor support services.

This task order provides contractor support services for the onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW). The contractor shall provide onsite detention standards and compliance capability for all the above listed sites (Attachment C).

This is a Labor-Hour task order with fixed hourly rates and has a Not To Exceed Amount of $9,000,000.00 for the base period.

Invoicing Instructions: The contractor shall submit invoices in accordance with Section A.10 (See Attachment B).

The Contractor shall send one original invoice to the COTR. The COTR must determine if goods/services have been received and accepted before the Contracting Officer can certify the invoice Continued...
for payment. Once certified the invoice will be processed by the Dallas Finance Center for payment.

If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation.

If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation.

If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

Contact Information:
Wanda I. Cruz, Contracting Officer
(202) 56

Program Office
John Milian, COTR
(202) 56

Continued ...
**Period of Performance:** 08/15/2007 to 06/14/2008

**Base Period (Labor - Not To Exceed)**

The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW).

**Senior Project Manager, Estimated Hours**
- Estimated Hours: [b4]
- Hourly Rate: $[b4]

**Subject Matter Expert I, Estimated Hours**
- Estimated Hours: [b4]
- Hourly Rate: $[b4]

**Administrative, Estimated Hours**
- Estimated Hours: [b4]
- Hourly Rate: $[b4]

**Requisition DRO-07-RQ2073**
- Amount: $5,134,804.36

**Requisition DRO-07-RQ2058**
- Amount: $500,000.00

**Requisition DRO-07-RQ2061**
- Amount: $500,000.00

**Requisition DRO-07-RQ2059**
- Amount: $500,000.00

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

The total amount of award: $9,000,000.00. The obligation for this award is shown in box 17(i).
ATTACHMENT B

CLAUSES

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

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

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<td>PROPERTY RECORDS</td>
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<td>52.245-4</td>
<td>GOVERNMENT FURNISHED PROPERTY (SHORT FORM)</td>
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A.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

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

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

A.4 HSAR 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)
(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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

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

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

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

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

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

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

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

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

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

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

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

1. The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
(2) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

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

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

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

(a) Prohibitions.

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

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

(b) Definitions. As used in this clause:

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

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

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

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

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Key Personnel or Facilities under this Contract:

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

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

**A.8 DESIGNATION OF CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE**

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

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

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

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

**A.10 SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT**

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

a. GENERAL

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

**INTERIM VOUCHERS:**

<table>
<thead>
<tr>
<th>Number</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Copy</td>
<td>Contracting Officer-Wanda I. Cruz</td>
</tr>
<tr>
<td></td>
<td>Office of Acquisition Management</td>
</tr>
<tr>
<td></td>
<td>Mission Support Division</td>
</tr>
<tr>
<td></td>
<td>425 I Street NW, Room 2208</td>
</tr>
<tr>
<td></td>
<td>Washington, DC 20536</td>
</tr>
</tbody>
</table>

| One Copy | COTR- John Milian                                  |
|          | Office of Detention and Deportation, ICE, DHS      |
|          | 801 I Street NW, Suite 980                         |

*Page 7 of 15*

*HSCEOP-07-F-01038*
Washington, DC 20536

FINAL INVOICE OR VOUCHER:

Number
-----------

Distribution
----------------------------------------

Original and One copy
Contracting Officer-Wanda I. Cruz
Office of Acquisition Management
Mission Support Division
425 I Street NW, Suite 2208
Washington, DC 20536

One Copy
COTR- John S. Milian
Office of Detention and Deportation, ICE, DHS
801 I Street NW, Suite 980
Washington, DC 20536

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

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

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Labor Category</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Senior Project Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>Subject Matter Expert I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>Travel</td>
<td>Quantity</td>
<td>Actual Cost Incurred per unit</td>
<td>Total actual cost incurred</td>
</tr>
</tbody>
</table>

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

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

(a) The contract number (or other procurement identification number).

(b) The contractor's name and remittance address, as stated in the contract(s).

(c) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.

(d) The name, address, and 9-digit Routing Transit Number (RTN) of the contractor's financial agent.

(e) The contractor's account number and the type of account (checking, savings or lockbox).

(f) If applicable, the Fedwire Transfer System (FTS) telegraphic abbreviation of the contractor's financial agent.

(g) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number (RTN) of the correspondent financial institution receiving the wire transfers payment if the contractor's financial agent is not receiver of the wire transfer payment.

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

(a) Routing Transit Number (RTN): The contractor shall provide the current 9-digit RTN of the payee's bank

(b) Payee's account number

(c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)
If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices or vouchers submitted under this contract.

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

A.11 TRAVEL COSTS

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

A.12 CONTRACTOR UTILIZATION OF GOVERNMENT FACILITIES

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

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

(c) The Government property to which the Contractor will have access under this clause will be made available as stated in the task order. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the contractor thereby, and shall equitably adjust the delivery or performance dates of the task order, or both, and any other contractual provision affected by any such delay, in accordance with the
procedures provided for in Contract No. ODT-6-D-0002

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

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

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

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

**GENERAL**

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

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

The Contractor shall comply with—

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

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

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

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

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security
Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

SUITABILITY DETERMINATION

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

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temps, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COTR, no less than 35 days before the starting date of the contract or 35 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 86, “Questionnaire for National Security Positions”
   Form will be submitted via e-Qip (electronic forms submission).

2. FD Form 258, “Fingerprint Card” (2 copies)

3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Drug Questionnaire

6. Alcohol Questionnaire

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

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

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

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

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

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

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

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

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

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE
When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub.. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).
INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

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

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

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

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

1. BACKGROUND

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

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

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

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

2. SCOPE

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

3. CONCEPT OF ONSITE COMPLIANCE

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

The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. Robust staffing will include a Program Manager and the necessary support staff to provide required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g. HSCEOP-07-F-01038 ATTACHMENT C).
The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:

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

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

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO DEDICATED IGSAs

TASK 1.0 Program Management

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

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

TASK 2.0 Reporting

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

a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by type of standard.
b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.
c. Maintain and update compliance checklists as necessary.
d. Prepare briefings (PowerPoint) of compliance reviews as required.
e. Provide other and special reports as directed.
TASK 3.0 Training

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

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

TASK 4.0 Tracking of Onsite Facility Review Activities

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

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

6. DELIVERABLES:

The contractor will provide the following deliverables:

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

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

8. PLACE AND PERIOD OF PERFORMANCE

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

9. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

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

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

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

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

1. BACKGROUND

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

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

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

2. SCOPE

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

3. CONCEPT OF ONSITE COMPLIANCE

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

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

- Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).

3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs).

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

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

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO CDFs

TASK 1.0 Program Management

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

a. Conduct daily or periodic compliance monitoring as directed. At a minimum all ICE Detention Standards will be reviewed on a 30 day basis.

b. Report serious compliance issues or events relating to life or safety issues to the DRO DSCU Onsite Compliance Review Team within 1 hour of observation.

d. Provide analytical support of compliance operations and trends for their respective facility.

c. Review and update DSCU inspection and compliance checklists.

d. Provide recommendations on improving the DSCU and the compliance process to include changes to the ICE National Detention Standards.

g. Perform other tasks relating to detention compliance as required.

TASK 2.0 Reporting

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

a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by location and type of standard.

b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.

c. Maintain and update compliance checklists as necessary.

d. Prepare briefings (PowerPoint) of compliance reviews as required.

e. Provide other and special reports as directed.

TASK 3.0 Training
The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required. At a minimum, the Contractor shall provide the following:

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

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

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

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

**5. DELIVERABLES**

The contractor will provide the following deliverables:

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

**6. STANDARDS**

- The ICE National Detention Standards will be utilized as the overall Compliance standards to be utilized by the contractor.
• The contractor will provide resumes of all key personnel and inspectors assigned to the CDF compliance program.

• The contractor will provide recommendations as to the number of contractors and composition required to support the CDF onsite compliance program.

• DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

7. PLACE AND PERIOD OF PERFORMANCE

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

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

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

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

HQ DSCU COMPLIANCE MANAGEMENT REVIEW TEAM
STATEMENT OF WORK

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

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

1. BACKGROUND

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

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

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

2. SCOPE

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

3. CONCEPT OF ONSITE COMPLIANCE

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

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

HSCEOP-07-F-01038
ATTACHMENT C
1. Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs).
4. Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: Because of the large number of small IGSAs, the contractor will assign several facilities to an individual contractor on a geographic basis. These facilities will be periodically visited based on size and compliance history.

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

4. TASKS FOR THE HQ DSCU COMPLIANCE MANAGEMENT REVIEW TEAM

TASK 1.0 Program Management

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

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

TASK 2.0 Reporting

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

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

TASK 3.0 Training
The Contractor and selected CRs shall participate in an onsite NDS Training session conducted by DSCU. Meeting location to be determined. Approval by the Project Officer for CR participation in NDS training and/or conferences is required.

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

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

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

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

**5. DELIVERABLES**

The contractor will provide the following deliverables:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td><strong>Program Management</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial meeting with Project Officer</td>
<td>10 days from date of award</td>
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<tr>
<td></td>
<td>Proposed Time-phased onsite compliance deployment plan and timeline by type facilities. This will include a geographic staffing concept for compliance reviewing of the small IGSAs.</td>
<td>15 days (draft) 30 days (final)</td>
</tr>
<tr>
<td></td>
<td>Provide resumes of all proposed compliance personnel</td>
<td>15 days from date of award and ongoing</td>
</tr>
<tr>
<td></td>
<td>Develop compliance checklists</td>
<td>within 30 days of award or 20 days prior to training.</td>
</tr>
<tr>
<td></td>
<td>Hire CRs</td>
<td>30 days from date of award in phases</td>
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<tr>
<td>2.0</td>
<td><strong>Reporting</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide reports and briefings (PowerPoint) of compliance results, assessments and other DCMP required documents.</td>
<td>As required</td>
</tr>
<tr>
<td></td>
<td>Monthly and annual onsite compliance reports with trend analysis.</td>
<td>15 days after each time period</td>
</tr>
<tr>
<td>3.0</td>
<td><strong>Training</strong></td>
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<tr>
<td>Training plans for the training of onsite personnel</td>
<td>30 days from date of award</td>
<td></td>
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<tr>
<td>Contractor participation in NDS Training and Orientation</td>
<td>30 days from date of award</td>
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<tr>
<td>Detention Compliance Training Plans to be utilized by the onsite compliance personnel to provide training to applicable detention personnel</td>
<td>60 days from date of award</td>
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<tr>
<td>Document, track, monitor, and report using Contractor’s online FBCRS</td>
<td>Ongoing</td>
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</table>

4.0 Tracking of Onsite Facility Review Activities

- Provide a system overview, capabilities, and report documentation for review and approval by the DSCU: 10 days from date of award
- Develop online compliance status automated tracking system to track compliance: 30 days from date of award
- Tracking and reporting of SENS and associated compliance findings: Ongoing

6. STANDARDS

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

7. PLACE AND PERIOD OF PERFORMANCE

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

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

Contractors assigned to ICE facilities (HQ and SPCs) will be provided with government furnished equipment to include working space, desks/chairs, phone, computers, access to the ICE LAN/Internet as well as administrative supplies.
Contractor equipment (e.g. computers) support requirements for personnel assigned to CDFs can be provided by the government but working space may have to be negotiated with the CDF.

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

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

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

1. BACKGROUND

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

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

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

2. SCOPE

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

3. CONCEPT OF ONSITE COMPLIANCE

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

The DRO DSCU Onsite Compliance Review Team (CRT) will provide HQ DRO with a single focal point for onsite compliance. Robust staffing will include a Program Manager and the necessary support staff to provide required administrative support. This contractor staffed team will report to and interface with DRO DSCU staff to ensure that the organization and composition of the field onsite compliance personnel meet the requirements of DRO. This team will maintain status of facility compliance via an electronic automated data system (e.g. database). The following subordinate compliance review (CR) personnel will be managed by the HQ Compliance Management Review Team, but will be included under separate related task orders:
1. Onsite compliance personnel for each of the eight DRO operated Service Processing Centers (SPCs).
2. Onsite compliance personnel for each of the DRO Contract Detention Facilities (CDFs).
3. Onsite compliance personnel for each of the Large Inter Governmental Service Agreements (IGSAs). 
4. Compliance personnel for each of the Small Inter Governmental Service Agreements (IGSAs). Note: 
Because of the large number of small IGSAs, the contractor will assign several facilities to an individual 
contractor on a geographic basis. These facilities will be periodically visited based on size and compliance 
history.

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

4. TASKS FOR ONSITE COMPLIANCE PERSONNEL ASSIGNED TO SPCs

TASK 1.0 Program Management

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

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

TASK 2.0 Reporting

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

a. Provide monthly and annual compliance reports as required. Reports will be capable of being sorted by type 
of standard.
b. Maintain records of detention compliance related Significant Event Notification (SEN) reports.
c. Maintain and update compliance checklists as necessary.
d. Prepare briefings (PowerPoint) of compliance reviews as required.
e. Provide other and special reports as directed by the COTR.
TASK 3.0 Training

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

a. Conduct compliance training in such a manner that all required areas and functions are reviewed on a monthly basis.

b. Maintain lesson plans and training records as required.

TASK 4.0 Tracking of Onsite Facility Review Activities

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

a. Maintain a tracking system of all compliance issues for their assigned facility.

b. Monitor corrective action requirements and maintain a status of the corrective action.

c. Review and monitor Corrective Plans of Action and maintain status of these plans.

5. DELIVERABLES

The contractor will provide the following deliverables:

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<td></td>
<td>Tracking and reporting of SENS and associated compliance findings</td>
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</tbody>
</table>
6. STANDARDS

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

- The contractor will provide resumes of all key personnel and inspectors assigned to the SPC compliance program.

- The contractor will provide recommendations as to the number of contractors and composition required to support the SPC onsite compliance program.

- DRO will provide copies of all applicable Detention standards and provide training to selected contractors as required to initiate this program.

7. PLACE AND PERIOD OF PERFORMANCE

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

8. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

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

Contractors assigned to IGSAs will not have access to government furnished equipment and space. These contractors would perform compliance reviews and then perform administrative tasks to include report submission from designate contractor workspaces.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: DRO-07-RQ1068
2. AMENDMENT/MODIFICATION NO.: RQ1068
3. EFFECTIVE DATE: 08/15/2007
4. ACQUISITION/PURCHASE REQ. NO.: 08/15/2007
5. PROJECT NO. (If Applicable): ICE/CR/COMPLIANCE

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

6. NAME AND ADDRESS OF CONTRACTOR (If, area, county, state and ZIP Code): NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

7. ADMINISTERED BY (If other than Item 4): ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Contact Contract Specialist>
Washington DC 20536

8. AMENDMENT OF SOLICITATION NO.: 08/15/2007

9. DATED (SEE ITEM 11): ODT-6-D-0002

10A. MODIFICATION OF CONTRACT ORDER NO.: HSCEDP-07-F-01038

12. ACCOUNTING AND APPROPRIATION DATA (If Required):

13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:

☐ The above numbered solicitation is amended as set forth in Item 11. The hour and date specified for receipt of offers is extended.
☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing the space below and returning confirmation copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. If you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

Tax ID Number: 65-1186839
DUNS Number: 133902612

The modification is for the following purposes:

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

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

Continued...
2. Change the contracting officer of record will also be changed from Wanda Cruz to Robert Romano.

3. Add the labor categories of Family Physician and Psychiatrist to CLIN 1 for the base period.

4. Add Organizational Conflict of Interest for this modification only as follows:

   Organizational Conflict of Interest

   (a) The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting shall be for a period of one (1) year from the date of the executed modification and pertains to any future competitive requirements that may be solicited as a result of the development of the juvenile and family detention standards. This restriction does not apply to the contractor's current contracts/orders in effect as of the date of this modification or any of their follow-on competitions.

   (b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

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

   1. It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

   2. It has included information in its

Continued ...
(2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

All other terms and conditions remain the same. Discount Terms: 

Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
801 I Street, NW
Suite 900
Washington DC 20536

FOB: Destination
Period of Performance: 09/05/2007 to 06/14/2008

Change Item 0001 to read as follows (amount shown is the obligated amount):

0001
Base Period (Labor - Not To Exceed)

The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CFDs), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (SOW).

Senior Project Manager, Estimated Hours 4
Hourly Rate 8
Subject Matter Expert I, Estimated Hours 4
Hourly Rate 8
Administrative, Estimated Hours 4, Hourly Rate 8
Family Physician, Estimated Hours 4, Hourly Rate 8
Psychiatrist, Estimated Hours 4, Hourly Rate 8
Continued...
<table>
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<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
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<td>$500,000.00</td>
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<td>$500,000.00</td>
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</tbody>
</table>

Accounting Info:
SEE ATTACHMENT A
Funded: $0.00

Add Item 0003 as follows:

0003 MODIFY EXISTING NAKAMOTO GROUP, INC. TASK ORDER TO PROVIDE SUBJECT MATTER EXPERTS AS THEY RELATE TO JUVENILE AND FAMILY DETENTION. PERIOD OF PERFORMANCE IS 9/5/07 - 6/14/08.

Delivery: 30 Days After Award

Accounting Info:

Funded: $0.00
Continued ...
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<tbody>
<tr>
<td></td>
<td>Procurement POC: Robert Romano (Contracting Officer) 202-6666</td>
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<tr>
<td></td>
<td>Program POC: John Milian (COTR) 202-6666</td>
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</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

DRO-08-RQ1148

5. PROJECT NO. (If applicable)

CODE

ICE/CR/COMPLIANC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/CR/COMPLIANC

6. ISSUED BY

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Ronald Cruz 2026161878
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Name, street, county, State and Zip Code)

NAKOMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

CODE

13309026100000

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

DUNS Number: 133090261

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

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

3. ALL OTHER TERMS & CONDITIONS REMAINS UNCHANGE

Delivery: 06/15/2008
Discount Terms:

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

Except as provided herein, all terms and conditions of the document referenced in Item 5A or 510A, as hereinafter changed, remains unchanged and in full force and effect.

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

Robert Romano

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED


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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED


NSN 7540-01-152-0070
Previous edition unsuitable

STANDARD FORM 20 (REV. 10-83)
Prescribed by GSA
FAR (49 CFR) 23.243
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<td>Option Period 1 (Labor-Not To Exceed)</td>
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<td></td>
<td>The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF’s), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (USCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C).</td>
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<td>Period of Performance:</td>
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<td>June 15, 2008 through August 14, 2008</td>
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<td>Senior Project Manager, Estimated Hours</td>
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<td>Hourly Rate</td>
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<td>Subject Matter Expert I, Estimated Hours</td>
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<td>Hourly Rate</td>
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<td>Administrative, Estimated Hours</td>
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<td>DETENTION &amp; REMOVAL</td>
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<td>801 I STREET, NW</td>
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<td>ROOM 800</td>
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<td>Attn: M.J. Bates 2027327416</td>
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<td>WASHINGTON DC 20536 US</td>
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<td>Change Item 1002 to read as follows (amount shown is the obligated amount):</td>
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<td>1002</td>
<td>Option Period 1 Travel (Not To Exceed)</td>
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<td>Travel Costs will be paid in accordance with section A.11.</td>
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<td>ITEM NO. (A)</td>
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<tr>
<td>Contract Specialist POC: Ronald Cruz 202</td>
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<tr>
<td>Program POC: Barry Miller (COTR) 202</td>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.  E00003
3. EFFECTIVE DATE 08/15/2008

4. REQUISITION/PURCHASE REQ. NO. DRO-08-R01149
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Ronald Cruz 2026161878
Washington DC 20536

7. ADMINISTERED BY (if other than item 6) CODE ICE/CR/COMPLIANCE
ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Ronald Cruz 2026161878
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (pin, street, city, state and ZIP Code)
NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

9. AMENDMENT OF SOLICITATION NO.

10. DATE (SEE ITEM 11)

11. MODIFICATION OF CONTRACT/ORDER NO.

12. MODIFIED DATE (SEE ITEM 11)

13. AMOUNT OF MODIFICATION

14. ACCOUNTING AND APPROPRIATION DATA (if required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in the order's prorata) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.120B

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

X FAR 52.217-9

D. IMPORTANT: Contractor is required to sign this document and return a copy to the issuing office.

16. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter terms and conditions)

DUNS Number: 133090261

1. THE PURPOSE OF THIS MODIFICATION IS TO EXERCISE THE OPTION PERIOD TWO FROM 08/15/08 TO 10/14/08.

2. AS RESULT OF THIS MODIFICATION THE DELIVERY ORDER IS INCREASED BY $2,599,350.56 FROM $9,000,000.00 TO $11,499,350.12

3. ALL OTHER TERMS & CONDITIONS REMAINS UNCHANGED

Delivery: 08/15/2008

Discount Terms:

Address:

Delivery Location Code: DRO
DEPARTMENT OF HOMELAND SECURITY
Continued...

(Note: As provided herein, all terms and conditions of the document referenced in item 16A or 16B, as hereinafter changed, remain unchanged and in full force and effect.

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

Anthony M. Gomez, Jr.

16B. NAME AND TITLE OF CONTRACTOR (Type or print)

Nina F. Dozoretz, Vice President
Nakamoto Group Inc

16C. DATE SIGNED

Jun 25 2008

16D. UNITED STATES OF AMERICA

Signature of Contacting Officer

STANDARD FORM 30 (REV. 10-03)
Prepared by OSA
FAR (48 CFR) 52.243

JUN 25 2008

Previous edition unusable

Signature of principal authorizing officer in blank
DETENTION & REMOVAL  
801 I STREET, NW  
ROOM 800  
ATTN: Barry Miller 202-732-2436  
WASHINGTON DC 20536 US  

FOB: Destination  

Change Item 2001 to read as follows (amount shown is the obligated amount):  

2001  
Option Period 2 (Labor-Not To Exceed)  
The contractor shall provide onsite detention standards compliance capability to DRO and specifically the provision of an onsite detention standard compliance monitoring capability at DRO Contract Detention Facilities (CDF's), Dedicated Inter-Governmental Support Agreements (IGSAs), Service Processing Centers (SPCs), Small Inter-Governmental Support Agreements (IGSAs) and Detention Standards Compliance Unit (DSCU) at HQ DRO in accordance with the attached Statement of Work (Attachment C).  

Period of Performance:  
August 15, 2008 through October 14, 2008  

Senior Project Manager, Estimated Hours  
Hourly Rate  
Subject Matter Expert I, Estimated Hours  
Hourly Rate  
Administrative, Estimated Hours  
Hourly Rate  

Change Item 2002 to read as follows (amount shown is the obligated amount):  

2002  
Option Period 2 Travel (Not To Exceed)  
Travel Costs will be paid in accordance with section A.11.  

Contract Specialist FOC: Ronald Cruz 202-  

Program FOC: Barry Miller (COTR) 202-
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

P00004

08/26/2008

4. PROCUREMENT/PURCHASE REQ. NO.

5. PROJECT NO. (IF APPLICABLE)

6. ISSUED BY

ICE/CR/COMPLIANCE

7. ADMINISTERED BY (IF OTHER THAN ITEM 6)

ICE/CR/COMPLIANCE

ICE/COMPLIANCE & REMOVAL/COMPLIANCE

Immigration and Customs Enforcement

Office of Acquisition Management

425 I Street NW, Suite 2208

Attn: Ronald Cruz 2026161878

Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (inc., street, county, State and ZIP Code)

NAKAMOTO GROUP INC

3347 ECLIPSE DR

JEFFERSON MD 217557603

9. AMENDMENT OR MODIFICATION NO.

10. MODIFICATION OF CONTRACT OR ORDER NO.

C03-0-0002

HSC05-07-F-0103B

11. DATE (SEE ITEM 11)

06/15/2007

11a. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. 
☒ No extension

Other must acknowledge receipt of this amendment or as amended, by one of the following methods: (a) by completing copies of the amendment, (b) by acknowledging receipt of this amendment on each copy of the offer submitted, or (c) by separate letter or telegram which includes a reference to the solicitation and amendment number. Failure of your acknowledgement to be received at the place designated for the receipt of offers prior to the hour and date specified in this amendment, or as amended, will result in rejection of your offer. If you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter includes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (IF REQUIRED)

See Schedule

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)

☐ B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (SUCH AS CHANGED IN PAYING OFFICE, APPROPRIATION DATE, ETC.) GET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PARA 43.106.

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

☐ D. OTHER (Specify type of modification and authority)

☒ E. MUTUAL AGREEMENT OF THE PARTIES

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCM section numbers, including solicitation-numbered subject matters where applicable)

DUNS Number: 133090261

A. The purpose of this modification is to add FAR clause 52.217-8 option to Extend Servic (Nov 1999). FAR clauses may be viewed at http://www.acq.mil/far/.

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

Continued...

Except as provided herein, all terms and conditions of the document referenced in Item 1A or 1D, as latercharged, remain unchanged and in full force and effect.

14A. NAME AND TITLE OF SENDER (Type or print)

Jennifer Nakamoto, President

14B. CONTRACTING OFFICER

Nancy J. Maples-Reynolds

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

15B. UNITED STATES OF AMERICA

15C. DATE SIGNED

2008-07-27

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1 2
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE DRO-08-RQ1169

2. AMENDMENT/MODIFICATION NO. P00005

3. EFFECTIVE DATE 09/02/2008

6. PROJECT NO. (If applicable) ICE/CR/COMPLIANC

7. ADMINISTERED BY (If other than item 6) CODE ICE/CR/COMPLIANC

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Ronald Cruz 2026161878
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, State and ZIP Code)

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 21757603

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers shall be extended, if not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 16, and returning one copy of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference in the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEPTION OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

Net Increase: $1,530,943.47

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Mutual Agreement of the Parties.

E. IMPORTANT: Contractor is required to sign this document and return 1 copy to the issuing office.

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

DUNS Number: 133090261

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

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

C. All other terms and conditions remain unchanged.

Delivery: 30 Days After Award

Discount Terms:

Delivery Location Code: ICE/DRO

Continued ...

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

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

JENNIFER H. NAKAMOTO, President

15B. CONTRACTOR/OFFEROR

Signature: [Signature of person authorized to sign]

1SC. DATE SIGNED 9/2/2008

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

Nancy J. Maples-Ramley

16B. UNITED STATES OF AMERICA

Signature: [Signature of contracting officer]

16C. DATE SIGNED 9/2/2008

STANDARD FORM 30 (REV. 10-83)

Preceded by GSA

FAR (48 CFR) 52.243

Previous edition unsuitable
ICE Detention & Removal
Immigration and Customs Enforcement
801 I Street, NW
Suite 900
Washington DC 20536

Accounting Info:

FOB: Destination
Period of Performance: 08/15/2008 to 10/14/2008

Add Item 2003 as follows:

2003
SUBJECT MATTER EXPERTS AND ADMINISTRATIVE PERSONNEL.

Add Item 2004 as follows:

2004
TRAVEL COSTS.

Contract Specialist POC: Nancy J. Maples-Remley
203
Program POC: Barry Miller (COTR) 202
## LABOR CATEGORIES

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<tr>
<th>Category</th>
<th>Notes</th>
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<tr>
<td>SPM - 1 FTE (Project Director - located at ICE and Rockville, MD) Task 1.0(a)</td>
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<tr>
<td>SME 1 - 30 FTEs (CRs deployed at &quot;Top 40&quot; facilities throughout the country) Task 1.0(a)</td>
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<tr>
<td>SME 1 - 9 FTEs Headquarters located at ICE and Rockville, MD and Field Compliance Review Managers Task 1.0(a)(b); Task 4.0 (a)(b)</td>
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<tr>
<td>SME 1 (&quot;34 Roaming CRs deployed to 17 non-Top 40 facilities throughout the country) Task 1.0(8)</td>
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<td>SME 1 (Language Translator) Task 1.0 (a)(1)</td>
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<td>SME 1 (Special Medical Reviews) Task 1.0(1)</td>
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<td>SME 1 - 4 Program Management FTEs Task 1.0(a) [c]</td>
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<tr>
<td>ADMINISTRATION - 19 FTEs Task 1.0 (a) [c ] [g]; Task 2.0 (e); Task 3.0 (a) (b); Task 4.0 (b); decreases to 11 FTEs in September</td>
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### Other Direct Objects

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<th>Description</th>
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<td>TRAVEL/PER DIEM</td>
<td>Subtotals July/August/September/October</td>
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## Subtotal August - October 14

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<td>$(1,530,943.47)</td>
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</tbody>
</table>

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Statement of Work

HQ DISCU Compliance Management Review Team HSCEOP-07-Q-00077

Task 1.0 Program Management
Task 2.0 Reporting
Task 3.0 Training
Task 4.0 Tracking of Onsite Facility Review Activities

### Assumptions

1. 21 workdays in September
2. Three Top 40 facilities start on August 11, 2008
3. Adjusted August hours for "rollover" to reflect 16 monthly reviews and two start-ups
4. Adjusted September hours to reflect 15 monthly non-Top 40 and one new start-up
5. Travel calculated using average costs for mileage, air, per diem and lodging from actuals
6. Decrease in administrative personnel in September through October
7. Hours based on a straight 8 hour work day, 40 hour work week
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUEST/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

7. ADMINISTERED BY (If other than Item 6)

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

8. NAME AND ADDRESS OF CONTRACTOR (Firm, street, city, State and ZIP Code)

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 21757603

10. MODIFICATION OF CONTRACT/ORDER NO.

11. DATED (SEE ITEM 11)

11A. MODIFICATION OF CONTRACT/ORDER NO.

11B. DATED (SEE ITEM 11)

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Net Increase: $5,134,000.00
See Schedule

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

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

DUNS Number: 133090261

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

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

C. All other terms and conditions remain unchanged.

Delivery: 10/15/2008

Discount Terms: 

Delivery Location Code: ICE/DRO

ICE Detention & Removal

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
Nancy J. Naples-Remley

15B. CONTRACTING OFFICER (Type or print)

15C. DATE SIGNED
20 Oct 08

(Original of person authorized to sign)

(Original of Contracting Officer)

NSM 750-01-152-0070
Previous edition unusable
<table>
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<th>ITEM NO.</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>BARRY MILLER</td>
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<td>Washington DC 20536</td>
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<td>FOB: Destination</td>
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<td>Period of Performance: 10/15/2008 to 01/14/2009</td>
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<td>Add Item 2005 as follows:</td>
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<tr>
<td>2005</td>
<td>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009</td>
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<td></td>
<td>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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<td>Add Item 2006 as follows:</td>
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<td>2006</td>
<td>SUBJECT MATTER EXPERTS -1 IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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<td>Add Item 2007 as follows:</td>
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<td>2007</td>
<td>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and Continued ...</td>
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<tr>
<td>ITEM NO.</td>
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<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE</td>
<td>AMOUNT</td>
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<tr>
<td>COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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</tbody>
</table>

Add Item 2008 as follows:

2008 **TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND THE FAR. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009.** The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Contract Specialist POC: Nancy J. Naples-Remley 202b6

Program POC: Barry Miller (COTR) 202b6
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

2. AMENDMENT/MODIFICATION NO.
P00007

3. EFFECTIVE DATE
10/21/2008

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

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

7. ADMINISTERED BY (If other than Item 6)
ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: N. Maples-Renley 202.307.6622
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, city, state and ZIP Code)

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION NO.

11. FACILITY CODE

12. CODE
13090261000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ______ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

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

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 13090261

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

B. All other terms and conditions remain unchanged.

Period of Performance: 10/15/2008 to 01/14/2009
Contract Specialist POC: Nancy J. Maples-Renley 202

Program POC: Barry Miller (COTR) 202

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

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

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Nancy J. Maples-Renley

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED

16C. DATE SIGNED

Signature of person authorized to sign

STANDARD FORM 30 (REV. 10-83)
Preceded by GSA
FAX (48 CFR) 23.234

NSN 7540-01-152-8079
AMENDMENT OF SUBLIGATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 1
3. EFFECTIVE DATE 11/04/2008
4. RECIPIENT/PURCHASE REQ. NO. 192109
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
   ICE/CR/COMPLIANCE

7. ADMINISTERED BY (If other than Item 3)
   Code

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

8. NAME AND ADDRESS OF CONTRACTOR (firm, street, city, state and ZIP Code)
   NAKAMOTO GROUP INC
   3347 ECLIPSE DR
   JEFFERSON MD 217557603

9. AMENDMENT OF SUBLIGATION NO.
   00

10. DATED (SEE ITEM 11)

11. MODIFICATION OF CONTRACT ORDER NO.
    ODT-6-00002
    NSC08117T01038
    100. DATED (SEE ITEM 11)
    08/15/2007

12. THIS ITEM ONLY APPLIED TO AMENDMENTS OF SUBLICATIONS

☐ is extended, ☐ is not extended.

Glands shall acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) by completing forms B and C, and returning copies of the amendment; (b) acknowledgment receipt of this amendment on each copy of the offer submitted; or (c) by electronic telecommunication or telephone which includes a reference to the solicitation and all enclosures.

FAILURE OF YOUR ACKNOWLEDGMENT TO RECEIVE AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

By acceptance of this amendment, you elect to change an offer already submitted, such changes may be made by telecommunication or telephone, provided such telecommunication or telephone makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

13. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES DET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. 0000A.
   522243-3 Changes-Time-and-Materials or Labor-Hours

☐ B. THE ABOVE MODIFIED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SUCH AS CHANGES IN PAYING OFFICE, APPROPRIATION CODE, OR DATE FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.100A.
   522243-3 Changes-Time-and-Materials or Labor-Hours

☐ C. BOTH ADMINISTRATION AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: [Specify authority]

☐ D. OTHER (Specify type of modification and authority)

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

DUNS Number: 133909261

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Original Amount</th>
<th>Change</th>
<th>New Line Item Total</th>
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<td>2006</td>
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<td>2007</td>
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<tr>
<td>2008</td>
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</table>

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

Continued...

Except as provided herein, terms and conditions of the solicitation referenced in Item 9A or 9B, as herein changed, remain unchanged and in full force and effect.

16. CONTRACTOR'S NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)

JENNIFER H. NAKAMOTO, PRESIDENT

17. DATE SIGNED 01/08/2008

18. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)

Nancy J. Maples-Remley

19. DATE SIGNED 01/08/2008

20. STATEMENT FORM 30 (REV. 11-05)

FAR (48 CFR) 21.302
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</tbody>
</table>

B. All other terms and conditions remain unchanged.
Delivery: 10/15/2009
Discount Terms: 
Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
801 I Street, NW
Suite 900
BARRY HILLER
Washington DC 20536

Accounting Info:

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

Change Item 2006 to read as follows (amount shown is the obligated amount):

2006
SUBJECT MATTER EXPERTS — IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN.
EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009.
The amount stated is not to exceed ceiling amount. The contractor is required to provide
written notice to the Contracting Officer and COR when 75% of the funds have been expended.
The contractor exceeds the ceiling price at their own risk.

Change Item 2007 to read as follows (amount shown is the obligated amount):

2007
ADMINISTRATIVE SUPPORT — IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN.
EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009.
The amount stated is not to exceed ceiling amount. The contractor is required to provide
written notice to the Contracting Officer and COR when 75% of the funds have been expended.
The contractor exceeds the ceiling price at their own risk.

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<table>
<thead>
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<th>UNIT PRICE</th>
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<tr>
<td>2008</td>
<td>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IN THE SOW AND THE FAR. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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Contract Specialist POC: Nancy J. Naples-Hemley  
Program POC: Barry Miller (COTR)
### AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID/ NO.</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUEST/PURCHASE REG. NO.</th>
<th>5. PROJECT NO. (if applicable)</th>
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<td>FG-0009</td>
<td>12/17/2008</td>
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</table>

- **Code**: ICE/CR/COMPLIANCE

**ICE/Compliance & Removal/Compliance**

**Immigration and Customs Enforcement**

**Office of Acquisition Management**

801I Street NW, Suite 800

Attn: N. Naples-Remley

Washington DC 20536

- **Name and Address of Contractor**: NAKAMOTO GROUP INC

  3347 ECLIPSE DR

  JEFFERSON MD 217557603

- **Code**: 1330902610000

  **Facility Code**: 1330902610000

### FACILITY CODE

#### 13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extendable, is not extendable.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as extended, by one of the following methods: (a) By completing items 8 and 16, and returning copies of this amendment on each copy of the offer solicitation; or (b) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEPTION OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes such reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

#### 14. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

**Check One**

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

- **X**

B. THE ABOVE NUMBERED CONTRACT/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(c).

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

- **_** OTHER (Specify type of modification and authority).

#### E. IMPORTANT:

☐ Contractor is not required to sign this document and return copies to the issuing office.

**DUNS Number**: 133090261

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

- **B. Provide invoicing procedures and instructions**

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

  Contractors, please ensure that your invoices for all acquisitions emanating from ICE/OAQ. This procedure takes effect 12/17/2008 and pertains to all invoices submitted on that date and thereafter.

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

**Continued...**

- **NSN 7540-01-1224076**

  Previous edition unsuitable.
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<td>a. By mail:</td>
<td><strong>DHS, ICE</strong></td>
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<td><strong>Burlington Finance Center</strong></td>
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<td></td>
<td><strong>P.O. Box 1620</strong></td>
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<td><strong>Attn: ICE-DRO-FOD-SAN ANTONIO</strong></td>
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<td><strong>Williston, VT 05495-1620</strong></td>
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<td>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</td>
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<td>c. By e-mail at: <a href="mailto:Invoice.Consolidation@dhs.gov">Invoice.Consolidation@dhs.gov</a></td>
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</table>

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 noted on every invoice submitted to ICE/OAQ on or after 12/17/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be noted on every invoice.

2. In accordance FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:

An invoice must include:
(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See Continued ...
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices without the above information may be returned for resubmission.

Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FMS reports or BFC will not process the payment.

**Contract Specialist FOC:** Nancy J. Maples-Remley

**Program FOC:** Barry Miller (COTR)
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>PAGE OF PAGES</th>
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<td>801 I Street NW, Suite 800</td>
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<td>Attn: N. Naples-Remley</td>
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<td>Washington DC 20536</td>
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<td>3347 ECLIPSE DR</td>
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<td>JEFFERSON ND 217557603</td>
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NAKAMOTO GROUP INC

13309026100000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 10 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

Net Increase: $5,134,000.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority)

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 45.10(b).

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

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: ☐ is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 133090261

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

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

Delivery: 01/15/2009

Discount Terms:

FCB: Destination

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

Continued...

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

Nancy J. Naples-Remley

(18) CONTRACTOR/OFFERER

15C. DATE SIGNED

01/06/2009

16B. UNITED STATES OF AMERICA

STANDARD FORM 30 (REV. 10-03) Prescribed by GSA

FAR (48 CFR) 53.2-13

NSN 7540-01-161-2870

Previous action unsuitable.
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<td>2009</td>
<td>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Delivery Location Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Attn: N. Maples-Remley Washington DC 20536 Accounting Info:</td>
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<td>2010</td>
<td>SUBJECT MATTER EXPERTS -1 IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Delivery Location Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536 Accounting Info:</td>
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</table>
Add Item 2011 as follows:

2011

ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COIR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
801 I Street, NW
Suite 800
Nancy Maples-Remley
Washington DC 20536
Accounting Info:

Funded:

Add Item 2012 as follows:

2012

TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COIR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Delivery Location Code: ICE/DRO
ICE Detention & Removal
Immigration and Customs Enforcement
801 I Street, NW
Suite 900
Washington DC 20536
Accounting Info:

Funded:
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<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00001
3. EFFECTIVE DATE 01/14/2009
4. REQUISITION/PURCHASE REQ. NO. 1921099HQDSCTU0007
5. PROJECT NO. (if applicable)

6. ISSUED BY ICE/CR/COMPLIANCE
7. ADMINISTERED BY (if other than item 6) ICE/CR/COMPLIANCE

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

8. NAME AND ADDRESS OF CONTRACTOR (Box, street, county, state and ZIP code)

NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

9C. MODIFICATION OF CONTRACT ORDER NO.

10A. MODIFICATION OF CONTRACT ORDER NO.
ODT-6-D-0002
HSCEOP-07-F-01038

10B. DATED (SEE ITEM 11)
08/15/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE:

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

☒ B. THE ABOVE NUMERATED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 42.105(b).

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

☐ D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 133090261

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

Delivery: 01/15/2009
Discount Terms:

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

Change Item 2009 to read as follows (amount shown Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
Nancy J. Maples-Remley

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED 01/14/2009

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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

NSN 7540-01-152-4070
Previous edition unstable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
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<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
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<td>2009</td>
<td>SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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<td>2010</td>
<td>SUBJECT MATTER EXPERTS -1 IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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<td>TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
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<td>7. ADMINISTERED BY (If other than Item 6)</td>
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<td>5. PROJECT NO. (If applicable)</td>
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**Nakamoto Group Inc**

3347 Eclipse Dr

Jefferson MD 217557603

**Code:** 13309026100000

**Facility Code:**

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<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
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<tr>
<td>This item only applies to modification of contract/orders.</td>
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<tr>
<td>It modifies the contract/order no. as described in item 14.</td>
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**Check One:***

A. This change order is issued pursuant to (specify authority) the changes set forth in item 14 are made in the contract order no. in item 10a.

B. The above numbered contract/Order is modified to reflect administrative changes such as changes in number of dates or other adjustments.

C. The supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority)

**DUNS Number:** 133090261

The purpose of this no cost administrative modification:

A. Shift funding by reducing the number of hours and funds on CLIN 2010 SME by $4/hr for a total of $4/hr.

B. Increase the number of hours and funds on CLIN 2011 Administrative Personnel by $4/hr for a total of $4/hr.

C. Decrease CLIN 2012 - Travel ODC by $4/hr.

**Discount Terms:**

**FOB:** Destination

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

**Continued ...**

Except as provided herein, all terms and conditions of the documents referenced in item 16a or 16b, as hereinafter changed, remains unchanged and in full force and effect.

**Jenifer H. Nakamoto/PRESIDENT/CEO**

**Nancy J. Maples-Ramley**

**UNITED STATES OF AMERICA**

**01/21/2009**

**STANDARD FORM 30 (REV. 10-01)**

**Signature of Responsible Agency**

01/21/2009

**FAX (510) 333-3423**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and CO-TR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0001</td>
<td>1</td>
<td>b4</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td>ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and CO-TR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQDSCU0001</td>
<td>1</td>
<td>b4</td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting Info:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Funded: $0.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Change Item 2006 to read as follows (amount shown is the obligated amount):

Change Item 2007 to read as follows (amount shown is the obligated amount):

Change Item 2010 to read as follows (amount shown is the obligated amount):

Continued ...
<table>
<thead>
<tr>
<th>ITEM NO. (A)</th>
<th>SUPPLIES/SERVICES (B)</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
</table>
| 2010        | SUBJECT MATTER EXPERTS -1 IN IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN. EXTENSION OF SERVICES for the period of 15 January 2009 through 15 April 2009. Modification 12 deducted  

|   |   |   |   |   |   |
|   | 35737 HR | 118.84 | $-201,433.80 |

The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Requisition No: 192109FHQDSCU00007

Delivery: 01/15/2009
Deliver to Location (1)
Accounting Info:

| Funded: |
|         |

Change Item 2011 to read as follows(amount shown is the obligated amount):


|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |

The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Requisition No: 192109FHQDSCU00007

Delivery: 01/15/2009
Deliver to Location (1)
Accounting Info:

| Funded: |
|         |

Change Item 2012 to read as follows(amount shown is the obligated amount):

| 2012       | TRAVEL - IN ACCORDANCE WITH THE SOW AND ALL Continued ...  

<p>| | | | | | |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |</p>
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MODIFICATIONS AND SPEND PLAN. TRAVEL TO BE REIMBURSED IAW THE SOW AND FAR 31.205-46. EXTENSION OF SERVICES for the period of 15 January 2009 through 14 April 2009. Modification 12 decreased the total funding by [ Eq ] The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and Cotr when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk. Requisition No: 192109FHQSCU00007</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery: 01/15/2009 Deliver to Location (3) Accounting Info: Funded: [ b6 ] Delivery Location(1) Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 800 Nancy Maples-Remley Washington DC 20536</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Location(2) Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 BARRY MILLER Washington DC 20536</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Delivery Location(3) Code: ICE/DRO ICE Detention &amp; Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contract Specialist POC: Nancy J. Maples-Remley 202 [ b6 ] Program POC: Barry Miller (Cotr) 202 [ b6 ]</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: 1

2. AMENDMENT/MODIFICATION NO.: F00013

3. EFFECTIVE DATE: 02/23/2009

4. REQUISITION/PURCHASE REQ. NO.: 192109-FHQDCSU0001

5. PROJECT NO. (# if applicable): 

6. ISSUED BY: ICE/CR/COMPLIANCE

7. ADMINISTERED BY (if other than item 6): ICE/CR/COMPLIANCE

ICE/Compliance & Removal/Compliance
Immigration and Customs Enforcement
Office of Acquisition Management
801 1st Street NW, Suite 800
Attn: N. Maples-Remley
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, state and ZIP Code): NAKAMOTO GROUP INC
3347 ECLIPSE DR
JEFFERSON MD 217557603

9. AMENDMENT OF SOLICITATION NO.: X


11. MODIFICATION OF CONTRACT/ORDER NO.: 007-6-8002


13. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and data specified for receipt of offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and data specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning ☐ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or ☐ by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

14. DESCRIPTION OF AMENDMENT/MODIFICATION:

The purpose of this no cost administrative modification is:

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


Continued ...

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return __________ copies of this document to the issuing office.

F. DUNS Number: 133090261

The purpose of this no cost administrative modification is:

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


Continued ...

15A. NAME AND TITLE OF SIGNER (Type or print): Nancy J. Maples-Remley

15B. CONTRACTOR/ORDERER: NAKAMOTO GROUP INC

15C. DATE SIGNED: 02/23/2009

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): Nancy J. Maples-Remley

16B. UNITED STATES OF AMERICA

STANDARD FORM 52 (REV. 10-83)

Regulated by GSA

FAA (49 CFR) 23.243
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY (C)</th>
<th>UNIT (D)</th>
<th>UNIT PRICE (E)</th>
<th>AMOUNT (F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 2006</td>
<td>is reduced by $</td>
<td>b4</td>
<td>for a new funded total of $</td>
<td>b4</td>
<td></td>
</tr>
<tr>
<td>CLIN 2007</td>
<td>is increased by $</td>
<td>b4</td>
<td>for a new funded total of $</td>
<td>b4</td>
<td></td>
</tr>
<tr>
<td>CLIN 2008</td>
<td>is increased by $</td>
<td>b4</td>
<td>for a new funded total of $</td>
<td>b4</td>
<td></td>
</tr>
</tbody>
</table>

Discount Terms: 

Accounting Info: 

FOB: Destination

Change Item 2005 to read as follows (amount shown is the obligated amount):

2005 SENIOR PROJECT MANAGER IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN, EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Change Item 2006 to read as follows (amount shown is the obligated amount):

2006 SUBJECT MATTER EXPERTS -1 IN ACCORDANCE WITH THE SOW AND ALL MODIFICATIONS AND SPEND PLAN, EXTENSION OF SERVICES for the period of 14 October 2008 through 14 JANUARY 2009. The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.

Modification 13 reduced CLIN 2006 by $ b4 for a new funded total of $ b4.

Change Item 2007 to read as follows (amount shown is the obligated amount):

2007 ADMINISTRATIVE SUPPORT - IN ACCORDANCE WITH THE Continued ...
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SOW AND ALL MODIFICATIONS AND SPEND PLAN.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXTENSION OF SERVICES for the period of 14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>October 2008 through 14 JANUARY 2009.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The amount stated is a not to exceed ceiling</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>amount. The contractor is required to provide</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>written notice to the Contracting Officer and</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>COTR when 75% of the funds have been expended.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The contractor exceeds the ceiling price at their own risk.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change Item 2008 to read as follows(amount shown is the obligated amount):</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The amount stated is a not to exceed ceiling amount. The contractor is required to provide written notice to the Contracting Officer and COTR when 75% of the funds have been expended. The contractor exceeds the ceiling price at their own risk.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>1. CONTRACT ID CODE</th>
<th>2. AMENDMENT/MODIFICATION NO.</th>
<th>3. EFFECTIVE DATE</th>
<th>4. REQUISITION/PURCHASE REC. NO.</th>
<th>5. PROJECT NO. (IF APPLICABLE)</th>
<th>6. ADMINISTERED BY (IF OTHER THAN ITEM 6)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0006</td>
<td>06/30/07</td>
<td></td>
<td></td>
<td>Same as block #6</td>
</tr>
</tbody>
</table>

Office of the Federal Detention Trustee
4601 N. Fairfax Drive
Suite 910
Arlington, VA 22209

E. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, State and ZIP Code)

The Nakamoto Group
3347 Eclipse Drive
Jefferson, MO 63055

12. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above mentioned solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is , is amended, ☐ is not amended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

☐ By completing Items 8 and 16, and returning copies of the amendment.
☐ By acknowledging receipt of this amendment on each copy of the offer submitted or by separate letter or telegram which includes a reference to the solicitation and amendment number. Failure of your acknowledgment to be received at the place designated for the receipt of offers prior to the hour and date specified may result in rejection of your offer. By virtue of this amendment, your failure to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

☐ A. THE CHANGE ORDER IS ISSUED PURSUANT TO SEEK AUTHORIZATION THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 14.

☐ B. THE ABOVE REFERENCED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (SUCH AS CHANGES IN PAYING OFFICE, APPROPRIATION CODE, AND OTHER ITEMS AS IDENTIFIED IN ITEM 14) PURSUANT TO THE AUTHORITY OF FAR 43.103.

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3).

☐ D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by ICF section headings, including description of changes, subject matter where feasible).

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

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

Except as provided herein, all terms and conditions of the document referenced in Item 14 or TDA, as hereafter changed, remain unchanged and in full force and effect.

TEA: NAME AND TITLE OF SIGNER (TYPE OR PRINT)

JENNIFER H. NAKAMOTO, PRESIDENT

[Signature of person authorized to sign] 6/12/07

REMARKS: OFFICE NO.: 165, DATE: 6/12/07

[Signature of Contracting Officer] 6/14/07

STANDARD FORM 30 (Rev. 10-83) PRESCRIBED BY USA FAR (48 CFR 33.220)
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

<table>
<thead>
<tr>
<th>1. REQUIREMENT NUMBER</th>
<th>PAGE 1 OF</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. CONTRACT NO.</td>
<td></td>
</tr>
<tr>
<td>3. AWARD EFFECTIVE DATE</td>
<td></td>
</tr>
<tr>
<td>4. ORDER NUMBER</td>
<td></td>
</tr>
<tr>
<td>5. SOLICITATION NUMBER</td>
<td></td>
</tr>
<tr>
<td>6. SOLICITATION ISSUE DATE</td>
<td></td>
</tr>
</tbody>
</table>

OFFICE OF THE FEDERAL DETENTION TRUSTEE
1331 Pennsylvania Ave. NW
National Place Building - Suite 1218
Washington, D.C. 20530

7. FOR SOLICITATION INFORMATION CALL:
   Michael Moran
   Telephone Number (Area Code) (202) 301-0504

8. ISSUED BY
   Office of the Federal Detention Trustee
   1331 Pennsylvania Ave. NW
   National Place Building - Suite 1218
   Washington, D.C. 20530

10. THIS ACQUISITION IS
    UNRESTRICTED

11. DELIVERY FOR
    DESTINATION
    UNLESS BLOCK IS MARKED
    NO

12. THIS CONTRACT IS A RATED ORDER UNDER DFARS 212.701

13. RATING
    No

14. METHOD OF SOLICITATION
    OPEN

15. DELIVER TO
    Same as Block #9

16. CONTRACT/ORDER
    OFFEROR
    The Nakamoto Group, Inc.
    3347 Eclipse Drive
    Jefferson, MO 21753

17. PHONE NO.
    240-674-8077

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

19. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SEVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detention Expert Support Services. Indefinite Delivery, Indefinite Quantity. Minimum Order is $2,500. Maximum Order is $2,000,000. Addendum A: Contract Clauses. Addendum B: Statement of Work Contractor's Proposal Incorporated by Reference.</td>
<td>1</td>
<td>ea</td>
<td>$2,500.00</td>
<td>$2,500.00</td>
</tr>
</tbody>
</table>

20. ACCOUNTING AND APPROPRIATION DATA

21. TOTAL AWARD AMOUNT (For Gov't Use Only): $2,500.00

22. AWARD OF CONTRACT: RRF

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

24. SIGNATURE OF OFFEROR/CONTRACTOR

Michael Moran

25. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICIAL)

President

JENNIFER WAKAMOTO YINGLING

Dated: 12/15/05

Authorized for local reproduction. Previous edition is not usable.

STANDARD FORM 1449 (REV. 8/99)
Prepared by CSA - FAR (48 CFR) 12.212
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.: Modification 001

3. EFFECTIVE DATE: 04/03/06

4. REQUISITION/PURCHASE ORDER NO.: N/A

5. PROJECT NO. (If applicable):

6. ISSUED BY CODE:

Office of the Federal Detention Trustee
4601 North Fairfax Drive, Suite 310
Washington, D.C. 20530

7. ADMINISTERED BY CODE: Same as Block 6.

8. NAME AND ADDRESS OF CONTRACTOR (Name, street, city, state, and zip code):
The Nakamoto Group
3317 Eclipse Drive
Jefferson, MD 21755

10A. AMENDMENT OF SOLICITATION NO.:

98. DATED (SEE ITEM 11):

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

10B. DATED (SEE ITEM 11):

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS:

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, ☐ not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Item 8 and 15, and returning copies of this amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted;

or (c) By telegram or letter which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required):
N/A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14:

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

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

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

B. OTHER (Specify type of modification and authority)

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

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

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

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

16A. NAME AND TITLE OF SIGNER (Type or print):
Michael Moran

16B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
Michael Moran

16C. DATE SIGNED: 9/3/06

16D. UNITED STATES OF AMERICA

(SIGNATURE OF PERSON AUTHORIZED TO SIGN)

STANDARD FORM 30 (REV. 10-93)

Prescribed by GSA FAR (48 CFR) 53.243

NSN 7540-01-162-8070
Previous edition unsuitable.
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Detention Expert Support Services. Indefinite Delivery, Indefinite Quantity. Minimum Order is $2,500, Maximum Order is $1,000,000. Addendum A: Contract Clauses Addendum B: Statement of Work Contractor's Proposal incorporated by reference. Plan Reversal and/or Attest Additional Sheets as Necessary.</td>
<td>1</td>
<td>2,500.00</td>
<td>2,500.00</td>
</tr>
</tbody>
</table>

25. Accounting and Appropriation Data

26. Contractor is required to sign this document and return cover to issuing office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.

27. Signature of Determining/Contractor

[Signature]

30. Name and Title of Issuer of Solicitation

409-856-9622

31. Date Signed

Michael Moran

Standard Form 1442 Rev. 4/2003

Prepared by GSA - FAR 48 CFR 53012

Authorized for Local Reproduction

Previous Edition is Not Usable
Continuation Sheet

52.216-18, Ordering (Oct 1995)

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

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

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

52.216-19, Order Limitations (Oct 1995)

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

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

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

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

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

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

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

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

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.
52.216-28, Multiple Awards for Advisory and Assistance Services (Oct 1995)

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

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (Sept 2008)

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


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


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

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


(i) Alternate I (Mar 1999) of 52.219-5.

(ii) Alternate II (June 2003) of 52.219-5.


(i) Alternate I (Oct 1995) of 52.219-6.

(ii) Alternate II (Mar 2004) of 52.219-6.


(i) Alternate I (Oct 1995) of 52.219-7.
Continuation Sheet

(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(ii) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (f) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.


(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
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(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).


(iii) Alternate II (Jan 2004) of 52.225-3.


(26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(ii) Alternate I (Apr 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).
Continuation Sheet


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

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

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

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

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

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

Continuation Sheet


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

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


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

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights—
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR §2.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
(e) Definitions. The clause at FAR §2.202-1, Definitions, is incorporated herein by reference.
(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
(g) Invoice. 19
(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. 20

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing
or invoice payment, the Contractor shall immediately notify the Contracting Officer and
request instructions for disposition of the overpayment.
(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage
to the supplies provided under this contract shall remain with the Contractor until, and
shall pass to the Government upon:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract,
if transportation is f.o.b. destination.
(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and
duties.
(l) Termination for the Government’s convenience. The Government reserves the right to
terminate this contract, or any part hereof, for its sole convenience. In the event of such
termination, the Contractor shall immediately cease all work hereunder and shall
immediately cause any and all of its suppliers and subcontractors to cease work. Subject
to the terms of this contract, the Contractor shall be paid a percentage of the contract
price reflecting the percentage of the work performed prior to the notice of termination,
plus reasonable charges the Contractor can demonstrate to the satisfaction of the
Government using its standard record keeping system, have resulted from the
termination. The Contractor shall not be required to comply with the cost accounting
standards or contract cost principles for this purpose. This paragraph does not give the
Government any right to audit the Contractor’s records. The Contractor shall not be paid
for any work performed or costs incurred which reasonably could have been avoided.
(m) Termination for cause. The Government may terminate this contract, or any part
hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to
comply with any contract terms and conditions, or fails to provide the Government, upon
request, with adequate assurances of future performance. In the event of termination for
cause, the Government shall not be liable to the Contractor for any amount for supplies or
services not accepted, and the Contractor shall be liable to the Government for any and
all rights and remedies provided by law. If it is determined that the Government
improperly terminated this contract for default, such termination shall be deemed a
termination for convenience.
(n) Title. Unless specified elsewhere in this contract, title to items furnished under this
contract shall pass to the Government upon acceptance, regardless of when or where the
Government takes physical possession.
(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are
merchantable and fit for use for the particular purpose described in this contract.
(p) Limitation of liability. Except as otherwise provided by an express warranty, the
Contractor will not be liable to the Government for consequential damages resulting from
any defect or deficiencies in accepted items.
(q) Other compliances. The Contractor shall comply with all applicable Federal, State
and local laws, executive orders, rules and regulations applicable to its performance
under this contract. 21
(r) Compliance with laws unique to Government contracts. The Contractor agrees to
comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to
influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40
U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

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

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

(t) Central Contractor Registration (CCR).

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

2. If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to:
   A. Change the name in the CCR database;
   B. Comply with the requirements of Subpart 42.12 of the FAR;
   C. Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

22. If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.
(6) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

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

ADDENDUM TO FAR 52.212-4
52.252-2 – Clauses Incorporated by Reference (Feb 1998).
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
http://www.arnet.gov/far (for FAR provisions/clauses)
http://www.usdoj.gov/jmd/pss/jarinet.htm (for Justice Acquisition Regulations clauses)
52.214-34 Submission of Offers in the English Language APR 1991
52.216-18 Ordering OCT 1995
52.216-22 Indefinite Quantity OCT 1995
52.217-5 Evaluation of Options JUL 1990
52.224-1 Privacy Act Notification APR 1984
52.224-2 Privacy Act APR 1984
52.237-3 Continuity of Services JAN 1991
52.216-27, Single or Multiple Awards (Oct 1995)
The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2003)
(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
   [Contracting Officer shall check as appropriate]
   _X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with
   ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) if the offeror elects to waive the preference, it shall so indicate in its offer (15 U.S.C. 657a).


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

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


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

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


(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) if the offeror elects to waive the adjustment, it shall so indicate in its offer.

(ii) Alternate I (June 2003) of 52.219-23.


(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

(14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

(16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(21) 52.222-39, Notification of Employer Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).


(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).


(iii) Alternate II (Jan 2004) of 52.225-3.

(26) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(29) 52.222-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).


(32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).


(ii) Alternate 1 (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]


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

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

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

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

(e)

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

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


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


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

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

1.0 Introduction

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

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

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

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

In April 2002, the OFDT established a “Work Group” comprised of the BOP, ICE, and the USMS to finalize for publication purposes, Functional Areas. This effort resulted in the 59 core areas being grouped into nine functional areas (also referred to as disciplines or programs). These 59 core areas and ICEs "Key Standards" are grouped into nine functional areas are as follows:
- **Administration and Management** – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.

- **Health Care** – addresses the quality of, and access to, all medical, mental health, and dental services provided by the facility.

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

- **Food Service** – addresses basic sanitation procedures and the adequacy of meals provided to detainees.

- **Staff/Detainee Communication** – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff.

- **Safety and Sanitation** – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding.

- **Services and Programs** – addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.

- **Workforce Integrity** – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.

- **Detainee Discrimination** – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.

### 2.0 Objective

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

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

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

Senior Project Manager (25 or more years experience): Provides professional and administrative leadership in the management of a project or task by tracking, monitoring the completion of assigned project. Strong background in detention/incarceration related issues. Responsible for leading project team assigned for the duration of a project or may function as ongoing lead within a group associated with one or more technical areas. Central point of communication for customer and personnel should any questions/needs arises. Posse's diligent and highly organized administrative skills. Facilitate and lead
team discussions and meetings. Interacts continuously with government representatives to present results, discuss concerns, and ensure total product/service satisfaction. Leads the task and retains overall task responsibility for performance.

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

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

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

### 4.0 Contract Structure - Indefinite Delivery, Indefinite Quantity

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

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

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

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

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

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

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

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

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

6.0 Work Hours

OFDT* observes the ten (10) Federal holidays and any other day declared a National holiday by the President of the United States. Those holidays are:
New Year’s Day Labor Day
Martin Luther King’s Birthday Columbus Day
President’s Day Veteran’s Day
Memorial Day Thanksgiving Day
July 4th Christmas Day 10
It should be noted that if a holiday falls on Saturday, it is observed on Friday. If a holiday falls on Sunday, it is observed on Monday.

7.0 Contracting Officers Technical Representative

Ms. Claudia Hill, Chief, Performance Review and Quality Assurance
Office of the Federal Detention Trustee
National Place North Building, Suite 1210
1331 Pennsylvania Ave., NW
Washington, DC 20530
Telephone: (202) 353-4601
Fax (202) 353-4611
The COTR has the responsibility to inspect all services/deliverables and authorization to certify (but not to reject or deny) invoices for payment. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this task order shall not be construed to authorize the revision of the terms and conditions of this task order. The Contracting Officer shall authorize any such revision in writing.

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

9.0 Hold Harmless and Indemnification Agreement
The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and costs whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omission of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.
10.0 Service Delivery Summary

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

<table>
<thead>
<tr>
<th>SDS #</th>
<th>PERFORMANCE OBJECTIVES</th>
<th>PW #</th>
<th>PERFORMANCE THRESHOLDS</th>
<th>SURVEILLANCE METHODS</th>
</tr>
</thead>
</table>
| 1     | Provide program management capability | 3.0  | • Meets SDS performance thresholds for 95% of contract requirements.  
  Contractor program management team level of competency is satisfactory.  
  Team members display an adequate knowledge of contract requirements.  
  Contractor team demonstrates adequate efficiency, effectiveness and flexibility when responding to program office requirements.  
  Team supports and responds timely to programmatic issues most of the time.  
  Products produced by team are complete, on |

Periodic surveillance. Contractor/Government/Program Managers interface.
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<td>time and require no major re-work.</td>
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<td>- Meets SDS performance thresholds for 95% of contract requirements.</td>
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<td>- Contractors management planning is comprehensive and contains logical flow of activities.</td>
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<td>- Contractor's response to government technical and business requests is satisfactory.</td>
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<td>- Contractor implements adequate management controls that</td>
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<td>Meets SDS performance thresholds for 95% of contract requirements.</td>
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<td>Contractor takes action to meet government staffing/hiring requirements in a timely manner.</td>
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<td>Contractor provides adequate staffing levels commensurate with work assignments.</td>
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<td>Selection of personnel is adequate to meet program office needs in a timely manner.</td>
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<td>- Contractor keeps program office informed of resource issues and takes appropriate and timely action to resolve them.</td>
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<td>- Meets SDS performance thresholds for 95% of contract requirements.</td>
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<td>- Task personnel changes are kept to a minimum.</td>
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<td>- Contractor establishes clear lines of authority and provides effective communication with the government, other agencies and contractors.</td>
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<td>- Minimum programmatic or technical impacts are experienced because of communication</td>
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<td>3.</td>
<td>Provide Travel Cost Control and Reporting</td>
<td>3.0, 8.0, 13.0</td>
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<td>Meets SDS performance thresholds for 95% of contract requirements.</td>
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<td>Contractor cost data is received on time and is consistent and logical.</td>
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<td>Travel cost reports are accurate and provide sound information relative to overall travel cost.</td>
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<td>Contractor demonstrates sensitivity to compliance with FAR by responding timely to contract administration and audit inquiries.</td>
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<td>Provides resources to resolve issues raised by government personnel.</td>
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11.0 Government Furnished Property and Services

11.1 General.

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

11.2 Facilities and Services.

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

11.3 Information.

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

11.4 Period of Performance.

The duration of this requirement is as follows:
Base: 1 January 2006 – 30 September 2006

Option Period(s): 1 October 2006 – 30 September 2007
1 October 2007 – 30 September 2008
1 October 2008 – 30 September 2009

12.0 Contractor Personnel Expertise

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

13.0 Travel

Travel to other Government or civilian facilities outside the local area may be required. All travel must be approved by the COTR prior to commencement of the travel and shall be documented in a Trip Report. Travel will be reimbursed according to the FAR31.205-46-Travel Costs. The Contractor shall provide complete documentation with each invoice supporting the travel costs, to include copies of receipts for all transportation, including air fair and rental cars, parking,
hotel accommodations, meals, business-related phone calls, taxi fares, and reimbursable mileage.

14.0 Security

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

15.0 Data and Property Rights

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

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

16.0 Safeguarding Data

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

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

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

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

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

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

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

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

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

17.0 Organizational Conflict of Interest-Current and Continuing

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

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

The Contractor agrees that, if after contract award it discovers an organizational conflict of interest with respect to this contract, the Contractor shall make an immediate and full disclosure
in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. If the Contractor was aware of organizational conflict of interest before contract award and intentionally did not disclose the conflict to the Contracting Officer, the contract may be terminated.
Table 1.0: Hourly Rates

<table>
<thead>
<tr>
<th>Offeror</th>
<th>Labor Category</th>
<th>Base</th>
<th>Option I</th>
<th>Option II</th>
<th>Option III</th>
<th>Option IV</th>
<th>Average</th>
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<tr>
<td>CC</td>
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