

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 9	
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO DRO-DB-RQ1001	5 PROJECT NO (if applicable)	
6 ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Jerald H. Neveleff Washington DC 20536	CODE ICE/DM/DC-DC	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WILLIAMSON COUNTY TX ATTN JUDGE DAN A GATTIS 301 SE INNER LOOP SUITE 109 GEORGETOWN TX 78626		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)	
CODE DROIGSA-06-00 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO. DROIGSA060001	10B DATED (SEE ITEM 11) 10/22/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of Both Parties
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 74-6000978

DUNS Number: 076930049

The purpose of this modification to IGSA DROIGSA-06-0001 is to add Security Language to the Statement of Work as follows:

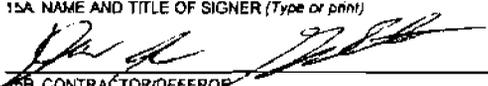
APPLICATION

ICE Family Residential Facilities and/or facilities housing juvenile aliens (under 18, not emancipated) T. Don Hutto Facility, Williamson County, TX.

GENERAL

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE),
Continued ...

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

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

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Office of Professional Responsibility, Personnel Security Unit (DHS-ICE-OPR-PSU, hereinafter OPR-PSU) has determined that performance of the tasks as described in IGSA (Contract) DROIGSA-06-0001 requires that the Service Provider (Contractor, subcontractor(s), vendor(s), etc. (herein known as Service Provider) have access to ICE detainees (Children, Adults and Families), and that the Service Provider will adhere to the following and shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement.</p> <p>SUITABILITY DETERMINATION ICE-OPR-PSU shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to ICE detainees, as well as, when applicable, sensitive Government information access for Service Provider employees, based upon the results of a background investigation.</p> <p>ICE-OPR-PSU 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 Service Provider 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.</p> <p>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 ICE-OPR-PSU, at any time during the term of the IGSA. No employee of the Service Provider shall be allowed to EOD and/or access facilities or ICE detainees without a favorable EOD decision or suitability determination by OPR-PSU. No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by OPR-PSU. Service Provider employees assigned to the IGSA not needing access to ICE detainees or recurring access to DHS-ICE facilities will not be subject to security Continued ...</p>				

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	<p>suitability screening.</p> <p>Suitability criteria as detailed in ICE Policy Directives that will exclude applicants from consideration to perform under this agreement include, but not limited to:</p> <ol style="list-style-type: none"> 1. Felony convictions, or a conviction for any crime that involves violence 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission. 5. Intentional falsification and/or omission of pertinent personal information 6. Drug and/or Alcohol Abuse 7. Personal conduct to include failure to pay just debts <p>The process for suitability determination includes, but is not limited to, criminal, employment, citizenship, residential and financial records checks and reviews.</p> <p>BACKGROUND INVESTIGATIONS</p> <p>IGSA Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to ICE detainees, 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, managed and conducted under direction of OPR-PSU.</p> <p>In those cases where prospective IGSA Service Provider employees already have a security clearance issued by the Defense Industrial Security Clearance Office (DISCO), that was granted using an appropriate background investigation, reciprocity may apply in that those prospective employees may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted.</p> <p>Prospective Service Provider employees without Continued ...</p>				

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	<p>adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the IGSA (contract), or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:</p> <ol style="list-style-type: none"> 1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) 2. FD Form 258, "Fingerprint Card" (2 copies) 3. Foreign National Relatives or Associates Statement 4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" 5. Drug Questionnaire 6. Alcohol Questionnaire <p>Details regarding the required forms will be provided by ICE-OPR. Only complete packages will be accepted by OPR-PSU. Specific instructions on submission of packages will be provided by OPR-PSU.</p> <p>PLEASE NOTE: Unless an applicant has resided in the US for three of the past five years, with few exceptions such as military or other federal service overseas, the Government may not be able to complete a satisfactory background investigation. In such cases, OPR-PSU retains the right to deem an applicant as ineligible due to insufficient background information.</p> <p>SUITABILITY - RETROACTIVE EFFECT Employees of the Service Provider(s) who have not been previously investigated as described under the Background Investigations section, above, must be scheduled not later than six months after implementation of this IGSA. Employees of the Service Provider(s) may continue to work while the investigation is in progress.</p> <p>CONTINUED ELIGIBILITY If a prospective Service Provider employee is found to be ineligible for access to Government facilities or information, the COTR will advise Continued ...</p>				

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	<p>the Service Provider that the employee shall not continue to work or to be assigned to work under the contract.</p> <p>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.</p> <p>The OPR-PSU may require reinvestigations when derogatory information is received and/or every 10 years.</p> <p>ICE-OPR reserves the right and prerogative to deny and/ or restrict the facility and information access of any Service Provider employee whose actions are in conflict with the standards of conduct as detailed in 5 CFR 2635 and 5 CFR 3801, or whom ICE-OPR-PSU determines to present a risk of compromising ICE standards and conduct, including sensitive Government information, to which he or she would have access under this contract.</p> <p>The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrests to superiors.</p> <p>The Service Provider will report any adverse information coming to their attention concerning contract employees under the IGSA to 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.</p> <p>OPR-PSU must be notified of all terminations/ resignations within five days of occurrence.</p> <p>If applicable, the Service Provider will return any expired ICE-DRO owned employee identification cards and/or building passes, or those of employees terminated and/or removed from the IGSA to the COTR within five (5) workdays. If an identification card or building pass is not available to be returned, a report must be Continued ...</p>				

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	<p>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.</p> <p>EMPLOYMENT ELIGIBILITY The Service Provider must agree that each employee working on this IGSA will have a Social Security Card issued and approved by the Social Security Administration.</p> <p>The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.</p> <p>ICE-DRO has determined that employment on this IGSA (Contract) shall be limited to U.S. Citizens, Lawful Permanent Residents and Conditional Permanent Residents.</p> <p>Subject to existing law, regulations and/ or other provisions of this IGSA, illegal or undocumented aliens will not be employed by the Service Provider, or with this IGSA. Service Provider will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this IGSA.</p> <p>SECURITY MANAGEMENT The Service Provider 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 personnel security matters and if applicable, information security matters.</p> <p>The COTR and OPR-PSU shall have the right to inspect the procedures, methods, and facilities utilized by the Service Provider in complying with the security requirements under this contract. Should the COTR determine that the Service Provider is not complying with the security requirements of this contract, the Service Provider will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such Continued ...</p>				

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	<p>requirements. Copies of these communications by both the Contracting Officer and the Service Provider shall be provided to OPR-PSU.</p> <p>INFORMATION TECHNOLOGY SECURITY Should the scope of the work change to require IGSA Service Provider personnel to access DHS-ICE IT systems, DHS IT Management Directives preclude routine access to any DHS ICE IT systems, to include those utilized by ICE-DRO, by Non-U.S. citizens, including Lawful Permanent Residents (LPRs).</p> <p>ICE-DRO SPECIFICATIONS TECHNICAL STANDARDS - EMPLOYMENT ELIGIBILITY FOR CHILD CARE WORKERS</p> <p>ICE-OPR-PSU will make the initial suitability determination for all facility employees using the processes previously defined herein.</p> <p>The Service Provider will:</p> <p>With regard to Service Provider personnel who will work with or around children, the Service Provider will help to facilitate ICE-OPR-PSU's initial determination by:</p> <ol style="list-style-type: none"> 1. Including on its employment application a question asking whether the individual has ever been arrested for or charged with a crime involving a child; and 2. Including on its employment application a requirement that the applicant list all of his or her residence(s) for the past five years. <p>Twenty-four (24) months after ICE-OPR-PSU's initial suitability determination and each 24 months thereafter, the Service Provider will, at its own cost, re-certify that its employees who work with or around children are still suitable for employment at the facility. This process consists of:</p> <ol style="list-style-type: none"> (1) Criminal history checks conducted by the Department of Public Safety for crimes committed in the state of Texas; (2) Criminal history checks conducted by the <p>Continued ...</p>				

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	<p>Federal Bureau of Investigation (commonly known as "FBI fingerprint checks") for crimes committed anywhere in the United States; and</p> <p>(3) Central registry checks conducted by PRS. The Central Registry is a database of people who have been found by Child Protective Services, Adult Protective Services, or Licensing to have abused or neglected a child.</p> <p>After the Service Provider employee receives favorable suitability adjudication results and the employee successfully completes the training and passes any required examination(s), the Service Provider shall submit the following information to the ICE COTR:</p> <ol style="list-style-type: none"> 1. A certification, signed by the Facility Manager or his/her designee, that the employee has met all the requirements set forth and that all pertinent documents are on file at the Service Provider's facility. 2. Two color photographs, 1" x 1" no more than one year old, of the employee's head and upper shoulders. <p>No person shall be permitted to work under this IGSA without a valid identification card, unique to this IGSA, which shall be issued by the COTR. The identification card shall be worn on the outermost garment of the employee's uniform. At the end of the IGSA (contract) period, the Service Provider must return to the COTR all blank identification cards and all completed cards for guards who will not continue to work under ICE contracts.</p> <p>The Service Provider is responsible for the employees having all required documents and/or certifications referred to above in their possession at all times while on the protected premises. This includes a valid CPR/First Aid card for all Service Provider staff having regular contact with facility residents.</p> <p>The CO shall have the express authority to demand return of the identification card for any Contract employee who does not maintain compliance with the Contract standards. The CO Continued ...</p>				

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0001	shall have the express authority to prohibit that employee from performing under the Contract until such time as s/he comes into full compliance with all performance criteria. Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: DRO DEPARTMENT OF HOMELAND SECURITY DETENTION & REMOVAL 801 I STREET, NW ROOM 900 WASHINGTON DC 20536 FOB: Destination Period of Performance: 02/06/2006 to 01/31/2009 Change Item 0001 to read as follows (amount shown is the obligated amount): Detainee Mandays Feb 27 - Sep 30 2006 Obligated Amount: \$0.00 Product/Service Code: R499	79600	EA	68.75	0.00