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- c) The Government reserves the right to perform Penetration Testing. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements (https://www.fedramp.gov/assets/resources/documents/CSP_Penetration_Test_Guidance.pdf). Review activities include but are not limited to scanning operating systems, web applications, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.
- d) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report shall be tracked by the Contractor for mitigation in a POA&M document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.
- e) The Contractor is responsible for mitigating all security risks found during A&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within 30 days and all moderate risk vulnerabilities must be mitigated within 30 days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

12) Authorization of System

The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor shall make appropriate personnel available for interviews and provide all necessary documentation during this review.

13) Reporting and Continuous Monitoring

Maintenance of the FedRAMP Provisional Authorization will be through continuous monitoring and periodic audit of the operational controls within a Contractor's system, environment, and processes to determine if the security controls in the information system continue to be effective over time in light of changes that occur in the system and environment. Through continuous monitoring, security controls and supporting deliverables are updated and submitted to the FedRAMP PMO as required by FedRAMP Requirements. The submitted deliverables (or lack thereof) provide a current understanding of the security state and risk posture of the information systems. The deliverables will allow the FedRAMP JAB to make credible risk-based decisions regarding the continued operations of the information systems and initiate appropriate responses as needed when changes occur. Contractors will be required to provide updated deliverables and automated data feeds as defined in the FedRAMP Continuous Monitoring Plan.

All deliverables shall be labeled *[appropriate label such as "Controlled Unclassified*

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Information” (CUI) or other agency-selected designation per document sensitivity].
External transmission/dissemination of *[labeled deliverables]* to or from a Government computer must be encrypted. Certified encryption modules must be used in accordance with FIPS PUB 140 (as amended), “Security requirements for Cryptographic Modules.”

14) Non-Repudiation

The Cloud Service Provider vendor shall provide a system that is capable of implementing NIST SP 800-53 Control AU-10 approved controls, which provides for origin authentication, data integrity, and signer non-repudiation. This binds the identity of the information producer with the information to and provides the means for authorized individuals to determine the identity of the producer of the information.

15) Identification and Authentication (Organizational Users)

The vendor shall support a secure, multi-factor method of remote authentication and authorization to identified Government Administrators that will allow Government designated personnel the ability to perform management duties on the system. The vendor shall support multi-factor authentication including *[specific method of authentication]*.

16) Identification and Authentication (Non-Organizational Users)

The vendor shall support a secure, dual factor method of remote authentication and authorization to identified Vendor Administrators that will allow vendor-designated personnel the ability to perform management duties on the system.

17) Incident Reporting Timeframes

Cloud Service Providers are required to report all computer security incidents to the United States Computer Emergency Readiness Team (U.S.-CERT) in accordance with U.S.-CERT “Incident Categories and Reporting Timeframes” in , Appendix J, Table J-1 of NIST SP 800-61 (as amended), “Computer Security Incident Handling Guide.” Any Category (CAT) 1, CAT 2, or CAT 3 incident, must be reported immediately to their Information Systems Security Officer (ISSO) and the Senior Agency Information Security Officer (SAISO). Any incident that involves compromised Personally Identifiable Information (PII) must be reported to U.S.-CERT within 1 hour of detection regardless of the incident category reporting timeframe.

18) Media Transport

The vendor shall document activities associated with the transport of Federal agency information stored on digital and non-digital media and employ cryptographic mechanisms to protect the confidentiality and integrity of this information during transport outside of controlled areas.

Digital media, containing Federal agency information, that is transported outside of controlled areas must be encrypted using a *[encryption mode]*; non-digital media including but not limited to CD-ROM, floppy disks, etc., must be secured using the same policies and procedures as paper.

Media, containing Federal Agency information that is transported outside of controlled

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areas must ensure accountability. This can be accomplished through *[appropriate actions such as logging and a documented chain of custody form]*.

Federal Agency data that resides on mobile/portable devices (e.g., USB flash drives, external hard 12 drives, and SD cards) must be encrypted using *[encryption mode]*. All Federal Agency data residing on laptop computing devices must be protected with approved encryption software.

19) Boundary Protection

The CSP/Reseller shall route all external connections through a Trusted Internet Connection (TIC).

20) Protection of Information At Rest

The CSP shall provide security mechanisms for handling data at rest and in transit in accordance with FIPS 140-2.

21) Security Alerts, Advisories, and Directives

The CSP/Reseller shall provide a list of their personnel, identified by name and role, with system 1 administration, monitoring, and/or security responsibilities that are to receive security alerts, two advisories, and directives. This list shall include ICE SOC.

H6. ENCRYPTION COMPLIANCE TERMS AND CONDITIONS

If encryption is required, the following methods are acceptable for encrypting sensitive information:

FIPS 197 (Advanced Encryption Standard (AES)) 256 algorithm and cryptographic modules that have been validated under FIPS 140-2.

National Security Agency (NSA) Type 2 or Type 1 encryption.

Public Key Infrastructure (PKI) (see paragraph 5.5.2.1 of the Department of Homeland Security (DHS) IT Security Program Handbook (DHS Management Directive (MD) 4300A) for Sensitive Systems).

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[END OF SECTION H]

Section I

**SECTION I:
CONTRACT CLAUSES**

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at this internet address: <http://acquisition.gov/far/index.html>.

Number	Titles	DATE
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-5	Covenant Against Contingent Fees	May 2014
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement 2020 to Inform Employees of Whistleblower Rights	Jun
52.204-2	Security Requirements	Aug 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-22	Alternative Line-Item Proposal	Jan 2017
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Aug 2020
52.210-1	Market Research	Jun 2020
52.211-11	Liquidated Damages—Supplies, Services, or Research and Development	Sep 2000
52.211-13	Time Extensions	Sep 2000
52.215-2	Audit and Records – Negotiations	Oct 2010
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997

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52.215-10	Price Reduction for Defective Cost or Pricing Data	Aug 2011
52.215-12	Subcontractor Cost or Pricing Data	Jun 2020
52.215-14	Integrity of Unit Prices	Jun 2020
52.215-15	Pension Adjustments and Asset Reversions	Oct 2010
52.215-18	Revisions for Adjustment of Plans for Postretirement Benefits (PRB) Other than Pension	Jul 2005
52.215-19	Notification of Ownership Changes	Oct 1997
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-4	Contract Work Hours and Safety Standards Act– Overtime Compensation	Mar 2018
52.222-50	Combating Trafficking in Persons	Oct 2020
52.223-2	Affirmative Procurement of Bio-based Products Under Service or Construction Contracts	Sep 2013
52.223-5	Pollution Prevention and Right-To-Know Information	May 2011
52.223-6	Drug-Free Workplace	May 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.223-19	Compliance with Environmental Management Systems	May 2011
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.227-1	Authorization and Consent	Jun 2020
52.229-3	Federal, State, and Local Taxes	Feb 2013
52.230-2	Cost Accounting Standards	Jun 2020
52.230-6	Administration of Cost Accounting Standards	Jun 2010
52.232-1	Payments	Apr 1984
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-17	Interest	May 2014
52.232-18	Availability of Funds	Apr 1984
52.232-22	Limitation of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
53.232-33	Payment by Electronic Funds - System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013

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52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes – Fixed Price Alternate I (Apr 1984)	Aug 1987
52.243-3	Changes – Time-and-Materials or Labor Hours	Sept 2000
52.244-5	Competition in Subcontracting	Dec 1996
52.244-6	Subcontracts for Commercial Items	Nov 2020
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991
HSAR CLAUSES		
3052.203-70	Instructions for Contractor Disclosure of Violations	Sep 2012
3052.205-70	Advertisements, Publicizing Awards, and Releases	Sep 2012
3052.219-71	DHS Mentor Protégé Program	Jun 2006
3052.222-70	Strikes or Picketing Affecting Timely Completion Of the Contract Work	Dec 2003
3052.242-72	Contracting Officer's Technical Representative	Dec 2003

I.2. CLAUSES INCORPORATED IN FULL TEXT

52.204-1 Approval of Contract (Dec 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered Contractor information system” means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

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“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered Contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

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- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

(a) *Definitions.* As used in this clause—

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

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(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

(End of clause)

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

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(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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(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 Governmentwide 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 41 U.S.C. chapter 71, Contract Disputes. 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 52.233-1, 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*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]*; and

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(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(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.

(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, 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.

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(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-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), 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) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

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(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately*

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the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'")."]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. 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 the performance of 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 then 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 performance of 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.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended, and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

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(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts;

and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *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.

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

(10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 stop 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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by

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the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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.

(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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(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, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.

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(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) [Reserved]

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

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(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:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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 check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved].

___ (11)

(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-3.

___ (12)

(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (13) [Reserved]

___ (14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-6.

___ (15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)

(i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

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- ☒ (iii) Alternate II (NOV 2016) of 52.219-9.
- ☐ (iv) Alternate III (JUN 2020) of 52.219-9.
- ☐ (v) Alternate IV (JUN 2020) of 52.219-9
- ☐ (18)
- (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-13.
- ☐ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- ☐ (22)
- (i) 52.219-28, Post Award Small Business Program Rerepresentation (NOV 2020) (15 U.S.C. 632(a)(2)).
- ☐ (ii) Alternate I (MAR 2020) of 52.219-28.
- ☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (MAR 2020) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ☐ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15U.S.C. 637(a)(17)).
- ☒ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- ☐ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN2020) (E.O.13126).
- ☒ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☐ (30)

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(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

___ (ii) Alternate I (FEB 1999) of 52.222-26.

___ (31)

(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

___ (32)

(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

X (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

___ (35)

(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

___ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (37)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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___ (40)

(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (OCT 2015) of 52.223-13.

___ (41)

(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of 52.223-14.

X (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

___ (43)

(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

___ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

___ (47)

(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

___ (ii) Alternate I (JAN 2017) of 52.224-3.

___ (48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).

___ (49)

(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

___ (ii) Alternate I (JAN 2021) of 52.225-3.

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___ (iii) Alternate II (JAN 2021) of 52.225-3.

___ (iv) Alternate III (JAN 2021) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

___ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

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___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (FEB 2006) 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:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

X (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(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, as defined in FAR 2.101, on the date of award of this contract, 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.

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(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

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(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) 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.

52.216-18 Ordering (Aug 2020)

(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 October 16, 2021 through October 15, 2026.

(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 Ordering Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the total value of the CLIN set forth in this contract schedule;

(2) Any order for a combination of items in excess of the total combined value of the CLINs set forth in this contract schedule; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the

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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.

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after five years from the period of performance end date of the IDIQ.

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.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the contract expires.

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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 5 years.

52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors. (OCT 2021) (DEVIATION)

(a) *Definition*. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority*. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance*. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

3052.204-70 Security Requirements For Unclassified Information Technology Resources (Jun 2006)

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

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(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within 30 days after contract award, the Contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include -

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the Contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the Contractor shall return all sensitive DHS information and IT resources provided to the Contractor during the contract and certify that all non-public DHS information has been purged from any Contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the Contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The Contractor shall comply with the approved accreditation documentation.

3052.204-71 Contractor Employee Access (Sep 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to

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which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of 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

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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.

ALTERNATE II (JUN 2006)

Alternate II (JUN 2006) When the Department has determined contract employee access to sensitive information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to IT resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) 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.

3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

Expanded 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

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of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

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

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

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

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

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

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

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

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

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

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

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

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

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(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) other similar interests.

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

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

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

(End of clause)

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

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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: see Section L (Facility Staffing Plan and Key Personnel) and Section C (Statement of Work).

3052.225-70 Requirement for Use of Certain Domestic Commodities (Aug 2009)

(a) Definitions. As used in this clause--

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as field packs), textile marine equipment, parachutes or bandages.

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(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

- (1) Cotton and other natural fiber products.
- (2) Woven silk or wovensilk blends.
- (3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

(1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or

(3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

Privacy Requirements for Contractors and Personnel

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the Contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.dhs.gov/system-records-notices-sorns>. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at <https://www.govinfo.gov> that replaced the FDsys website in December 2018. SORNS may be updated at any time.

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Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, Contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Contractor's Commercial License Agreement and Government Electronic Information Rights

Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all

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supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required Contractor Personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Privacy Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

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(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>.

Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract

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award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Definitions.* As used in this clause—

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

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

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(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.

“Sensitive Information Incident” is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

“Sensitive Personally Identifiable Information (SPII)” is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver’s license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual’s name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status
- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother’s maiden name, account passwords or personal identification numbers (PIN)

Other PII may be “sensitive” depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-Contractors>, or available upon request from the Contracting Officer, including but not limited to:

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- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term “FOR OFFICIAL USE ONLY” to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer’s Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor’s invoicing, billing, and other recordkeeping systems maintained to support

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financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) Independent Assessment. Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) Support the completion of the Privacy Threshold Analysis (PTA) as needed. As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and

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shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods:

(1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90-day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this

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contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) Sensitive Information Incident Reporting Requirements.

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;

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- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected, and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) Sensitive Information Incident Response Requirements.

- (1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.
- (2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:
 - (i) Inspections,
 - (ii) Investigations,
 - (iii) Forensic reviews, and
 - (iv) Data analyses and processing.
- (4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) Additional PII and/or SPII Notification Requirements.

- (1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.
- (2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to

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affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(i) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication*

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800-88 Guidelines for Media Sanitization.

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[END OF SECTION I]

Section J

**SECTION J:
LIST OF ATTACHMENTS**

(Note: All Attachments, Enclosures and Addendums shall be incorporated directly or by reference into any resulting contract.)

IHSC Attachments	
Attachment 1:	Comprehensive Mental Health Group Programming
Attachment 2:	ICE Health Service Corps Medication Formulary for non-IHSC staffed detention facilities FY 21
Attachment 3:	ICE Health Service Corps Request for Non-Formulary Medication
Attachment 4:	IHSC Minimum Staffing Requirements by Facility Size per PBNDS 2011 (REV. 2016)
Attachment 5:	PBNDS Intake Screening Form
Attachment 6:	IHSC Sample Clinical Guidelines
Attachment 7:	Quality of Medical Care (QMC) Inspection Worksheet
Attachment 8:	ICE Health Service Corps Incident Reporting Document
Attachment 9:	IGSA Health Delivery System Profile
Attachment 10:	eHR Requirement Traceability Matrix
Contract Attachments	
Attachment 11:	Wage Determination 2015-5419 Rev 17 dated 7/21/202 (Aurora) Wage Determination 2015-5417 Rev 17 dated 7/21/2021 (El Paso County)
Attachment 12:	Prison Rape Elimination Act Regulations
Attachment 13:	Performance-Based National Detention Standards (PBNDS) 2011, 2016 Revisions
Attachment 14:	Quality Assurance Surveillance Plan
Attachment 14A:	Performance Requirements Summary
Attachment 14B:	Contract Discrepancy Report
Attachment 15:	G-391 Data Collection Categories and Descriptions
Attachment 15A:	G-391 Upload Template
Attachment 16:	Interim ICE Firearms Policy
Attachment 17:	Operations of ERO Holding Facilities
Attachment 18:	ICE Suitability Screening Requirements
Attachment 19:	Personal Property Operations Handbook
Attachment 20:	ICE Body Armor Policy
Attachment 21:	Authorized Restraint Devices Guidelines
Attachment 22:	Interim Use of Force Policy
Attachment 23:	Further Guidance Regarding the Care of Transgender Detainees
Attachment 23A:	Best Practices for the Care of ICE Transgender Detainees Supplement to ICE Detention Facility Contract Modification for Transgender Care
Attachment 23B:	Individualized Detention Plan Template
Attachment 24:	Detention-Transportation Template
Attachment 25:	Staffing Plan Denver (Aurora) Staffing Plan Cheyenne Mountain

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Contract Detention Facility Design Standards Addendums	
Addendum A	Executive Office for Immigration Review Design Standards
Addendum B	Structure Cable Plant Standard

Contract References	
Performance-Based National Detention Standards (PBNDS) 2011 w/2016 Revisions	http://www.ice.gov/detention-standards/2011/
American Correctional Association (ACA)	http://www.aca.org/
National Commission on Correctional Health Care (NCCHC)	http://www.ncchc.org/
COVID-19 Pandemic Response Requirements	https://www.ice.gov/doclib/coronavirus/eroCOVID19responseReqsCleanFacilities.pdf

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[END OF SECTION J]

SECTION K:
REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS OR
RESPONDENTS

K1. PROVISIONS INCORPORATED BY REFERENCE

Number	Titles	DATE
52.204-7	System for Award Management	Oct 2018
52.204-16	Commercial and Government Entity Code Reporting	Aug 2020
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	Feb 1999

K2. PROVISIONS INCORPORATED IN FULL TEXT

**52.204–24, Representation Regarding Certain Telecommunications and Video Surveillance
Services or Equipment (OCT 2020)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ **has** ☐ **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the

payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if

the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

52.212-3 -- Offeror Representations and Certifications-Commercial Items (Feb 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. “Sensitive technology”—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small, disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small, disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small, disadvantaged business concern as defined in 13 CFR124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) (i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line-Item No. Country of Origin

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g) (1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) (A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line-Item No. Country of Origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line-Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line-Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line-Item No. Country of Origin

[List as necessary]

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line-Item No. Country of Origin

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line-Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples. (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran, or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u) (1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414

(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services-Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.216-1- Type of Contract (APR 1984)

The Government anticipates the award of a hybrid Firm-Fixed Price/Labor Hour Indefinite-Delivery Indefinite-Quantity contract to multiple contractors as a result of this solicitation.

52.217-5 Evaluation of Options (Jul 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement.

Evaluation of options will not obligate the Government to exercise the option(s).

HSAR 3052.219-72 - Evaluation of prime contractor participation in the DHS mentor-protégé program (Jun 2006)

This solicitation contains a source selection factor or subfactor regarding participation in the DHS Mentor-Protégé Program. In order to receive credit under the source selection factor or subfactor, the offeror shall provide a signed letter of mentor-protégé agreement approval from the DHS Office of Small Business and Disadvantaged Business Utilization (OSDBU) before initial evaluation of

proposals. The contracting officer may, in his or her discretion, give credit for approvals that occur after initial evaluation of proposals, but before final evaluation.

K3. CLAUSES INCORPORATED BY REFERENCE

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

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[END OF SECTION K]

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C 70CDCR		4. REQUISITION/PURCHASE REQ. NO. N/A									
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM 900 WASHINGTON DC 20536		7. ADMINISTERED BY (If other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		5. PROJECT NC. (If applicable)									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)									
CODE 6127064650000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR22D00000001		10B. DATED (SEE ITEM 13) 10/15/2021									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">CHECK ONE</td> <td>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.</td> </tr> <tr> <td>X</td> <td>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).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
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.												
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:												
	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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: 612706465 Contracting Officer's Representative: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@ice.dhs.gov Alternate COR: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@ice.dhs.gov													
This is a no cost administrative modification is to incorporate Attachment 26 - Collective Bargaining Agreement - Aurora/ICE Processing Center Collective Bargaining Agreement (CBA) between GEO Corrections and Detention, LLC (GEO) And United Government Security Officers of America International Union, and its Local #840 (UGSOA) Effective Dates: December 01, 2017 - November 30, 2020, Memo of Understanding (MOU) through November 30, 2021 into the contract.													
Continued ...													
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b) (6), (b) (7)(C) TEL: 949-425- (b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C)@ice.dhs.gov											
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b) (6), (b) (7)(C) Digitally signed by (b) (6), (b) (7)(C) Date: 2021.12.16 14:15:59 -0800 (Signature of Contracting Officer)		16C. DATE SIGNED									
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243											

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR22D00000001/P00001	PAGE 2 OF 2
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>There is no requisition associated with this modification. All funding continues to be obligated at the task order level.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Total Amount for this Modification: (b) (3) (A); (b) (4) . Period of Performance: 10/16/2021 to 10/15/2026 . Invoice Instructions for ICE - ERO Contracts: See Section G of the Contract Clauses for this Contract for specific invoice instructions. All other terms and conditions remains the same.</p>				

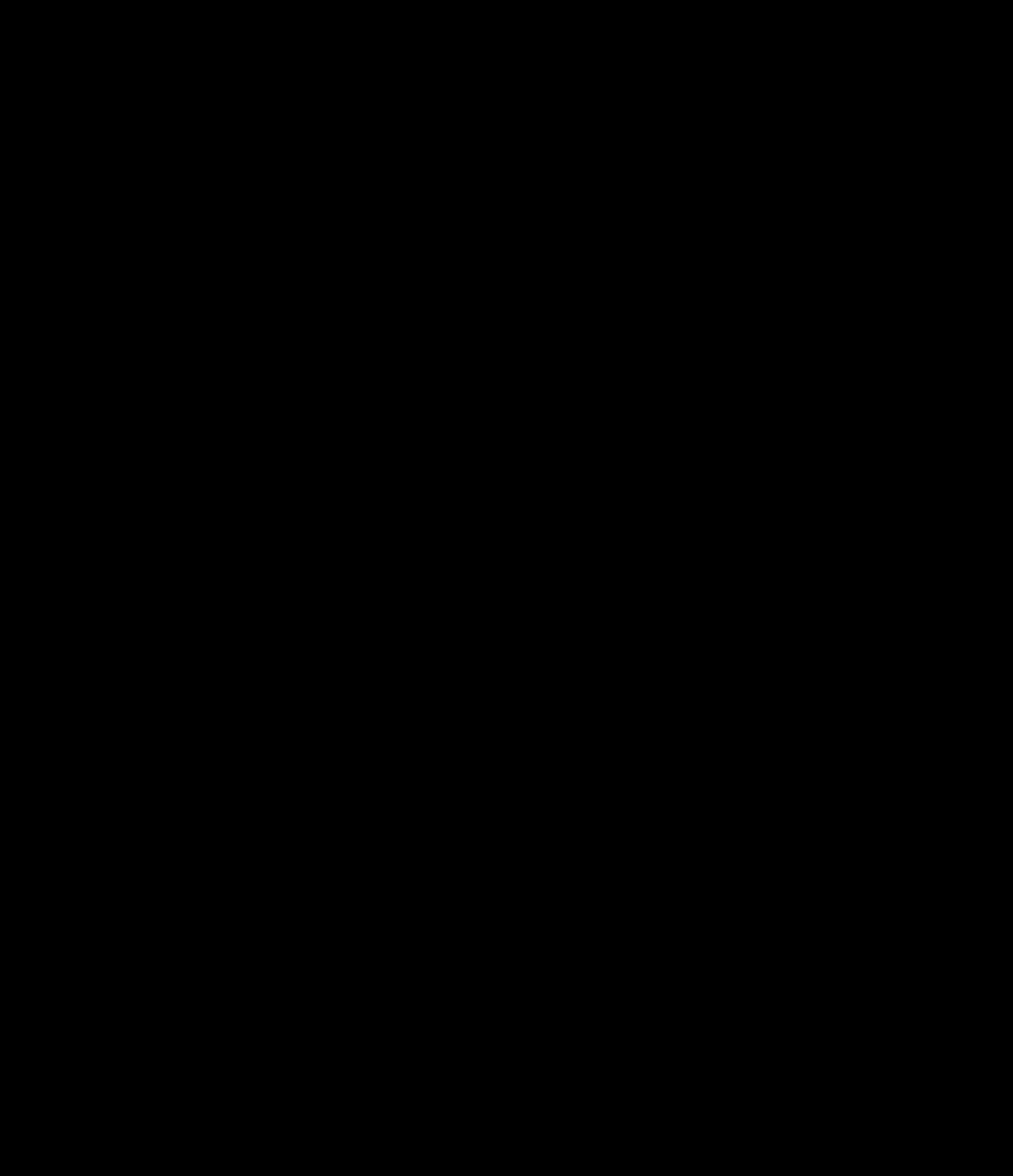
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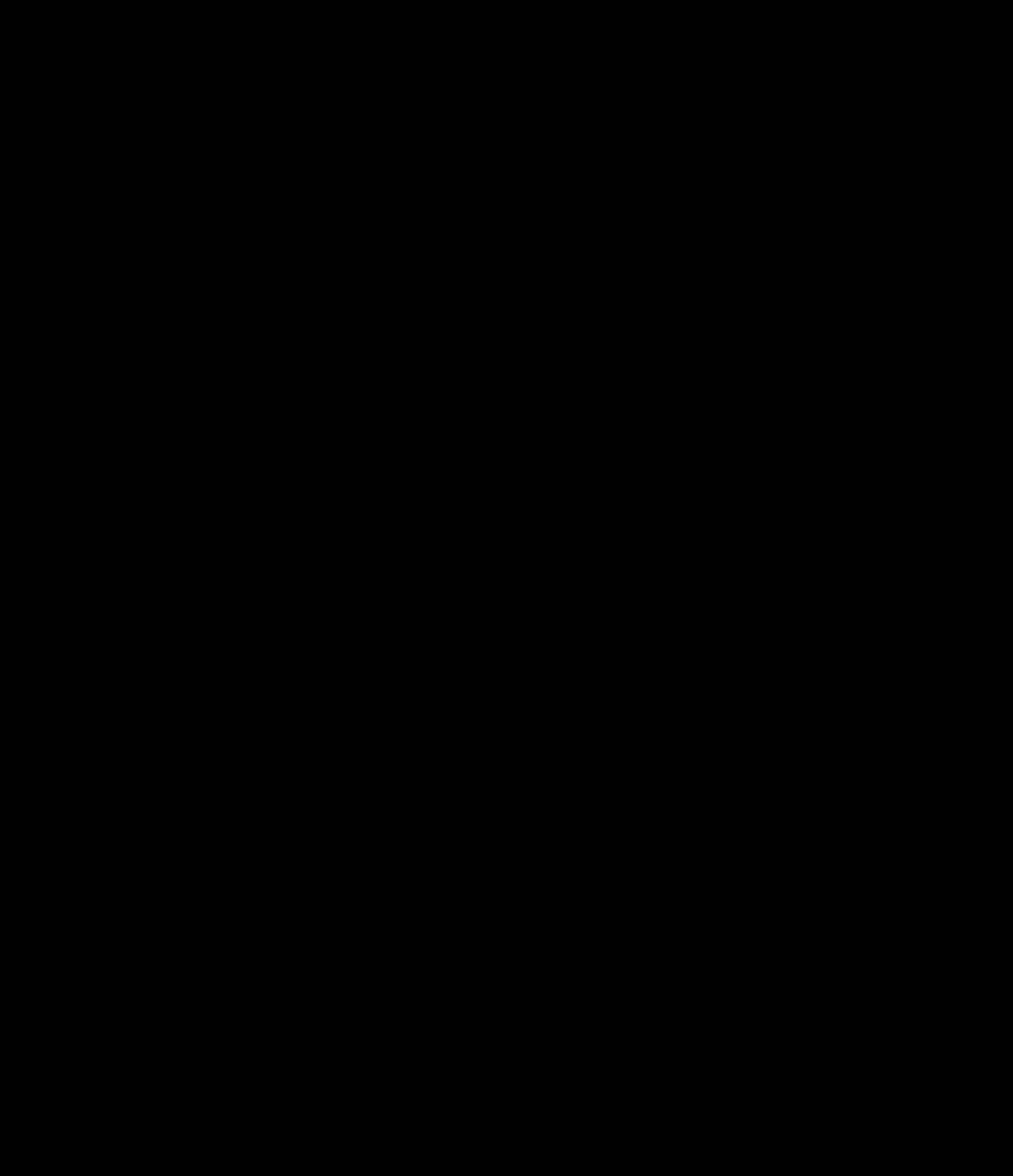
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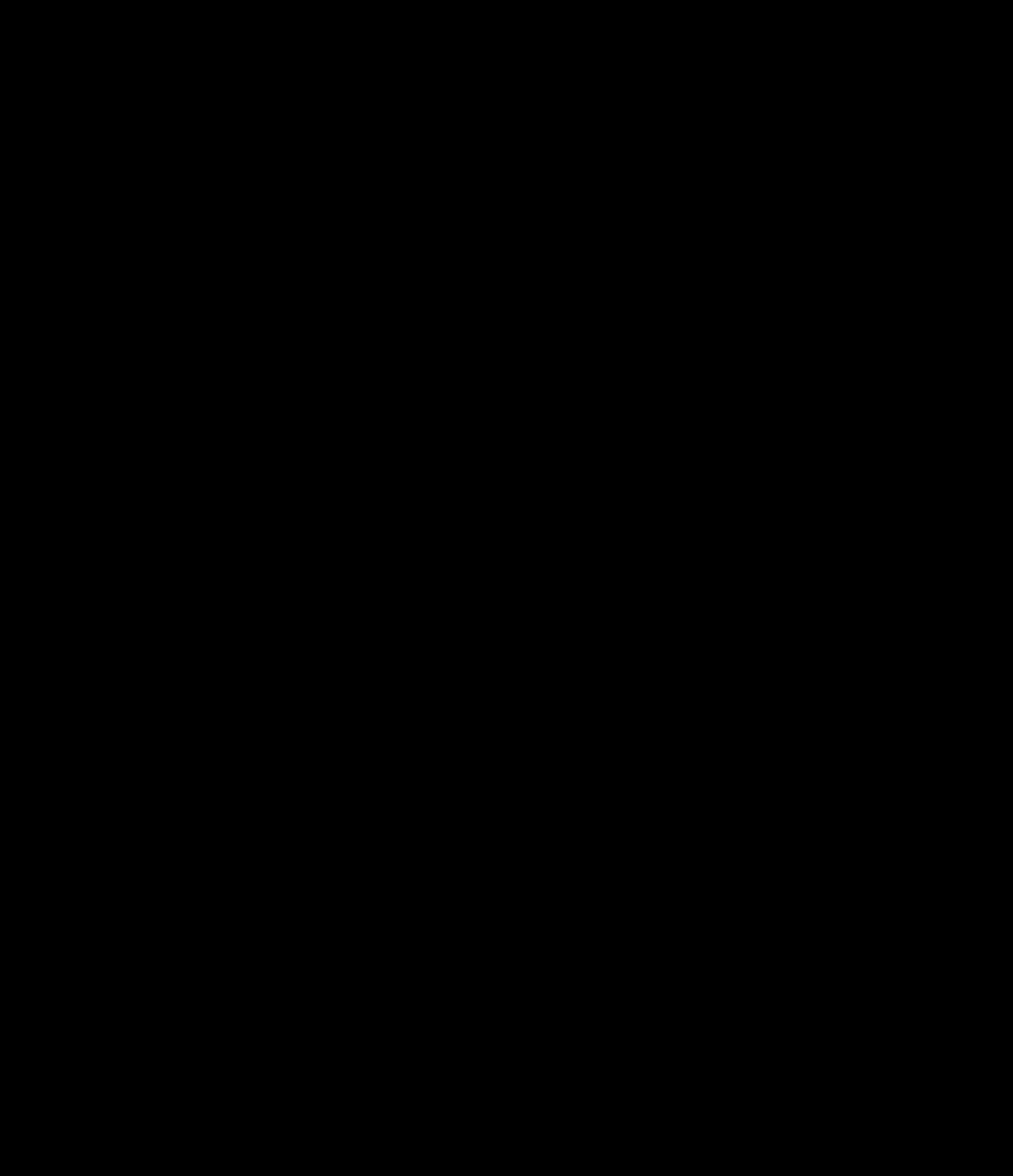
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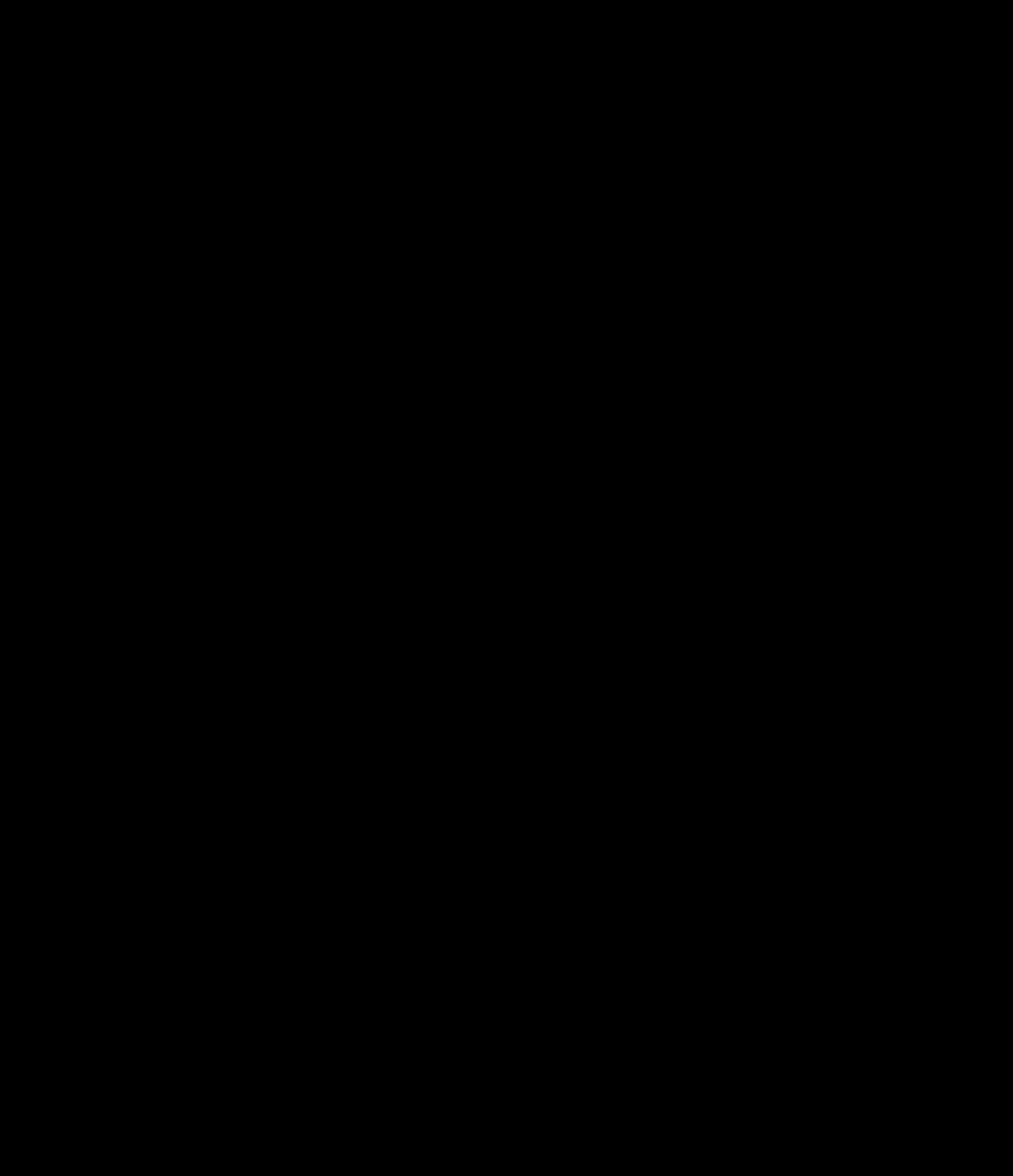
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(b) (3) (A), (b) (4)

FOR UGSOA

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

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

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

(b) (6), (b) (7)(C) Local 840 President

(b) (6), (b) (7)(C) Local 840, VP

FOR GEO

DocuSigned by:

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

Director-Employee and Labor Relations

DocuSigned by:

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

Warden

DocuSigned by:

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

Assistant Warden

DocuSigned by:

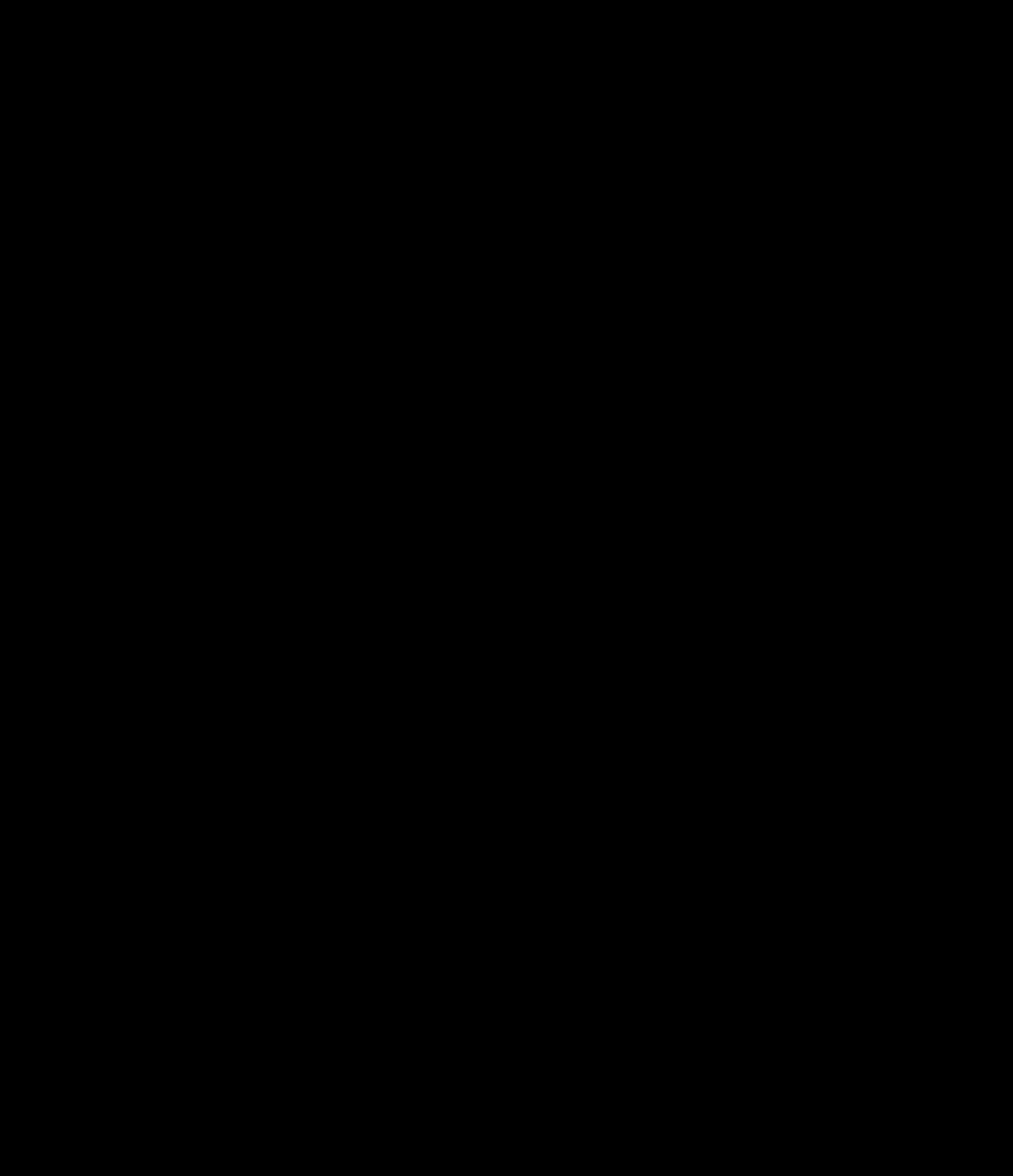
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(b) (6), (b) (7)(C) Human Resources Dir.
Western Region

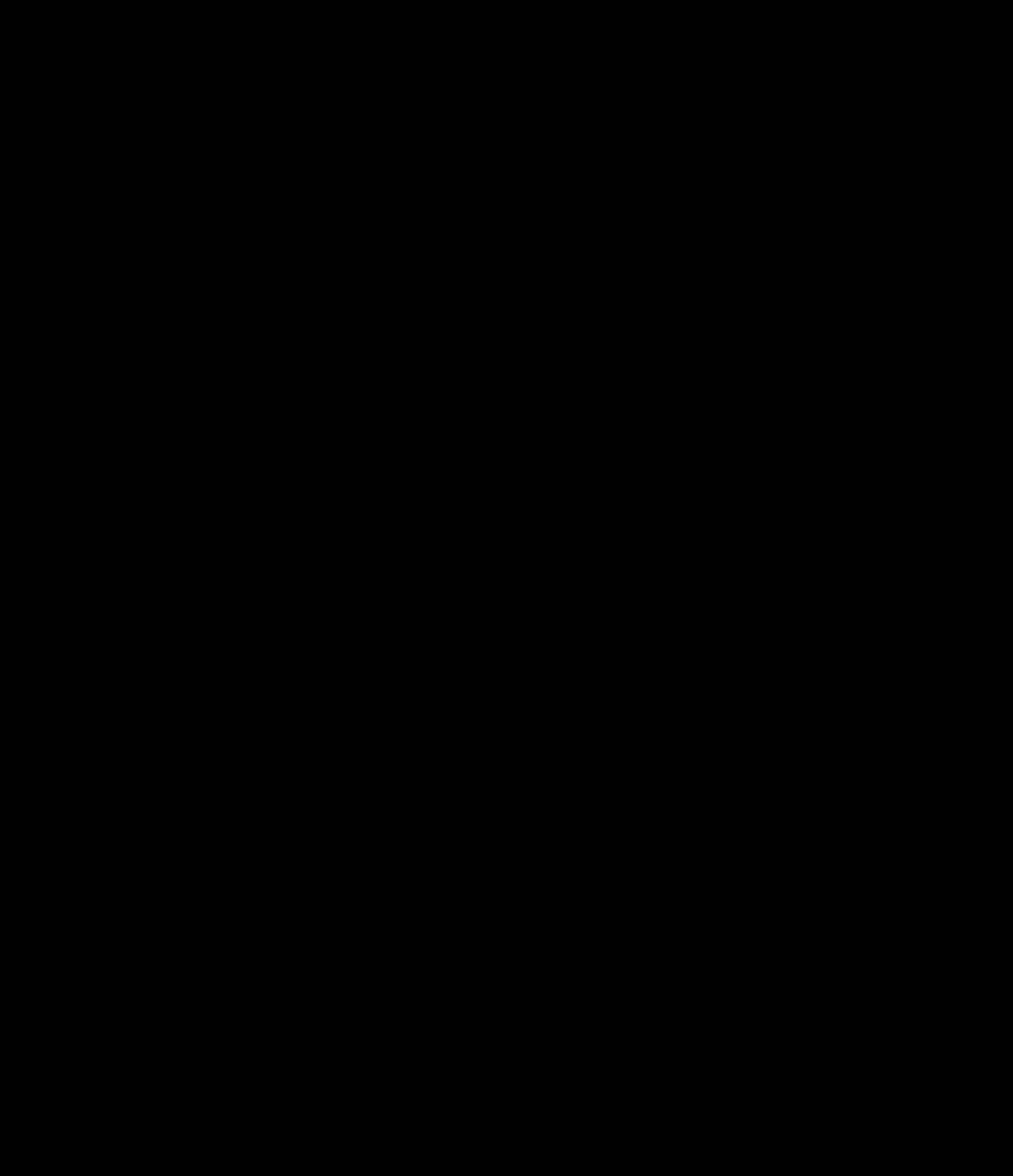
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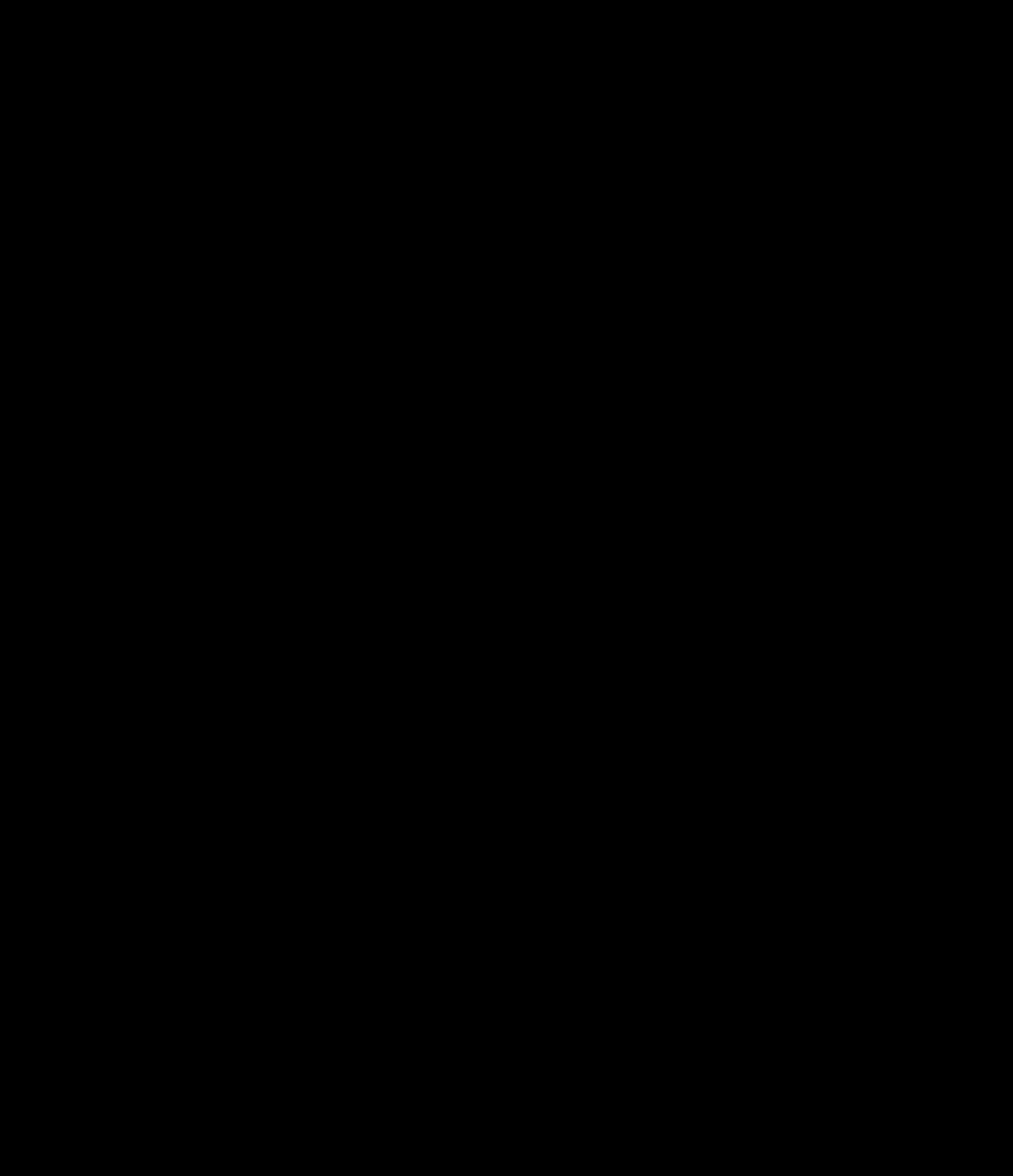
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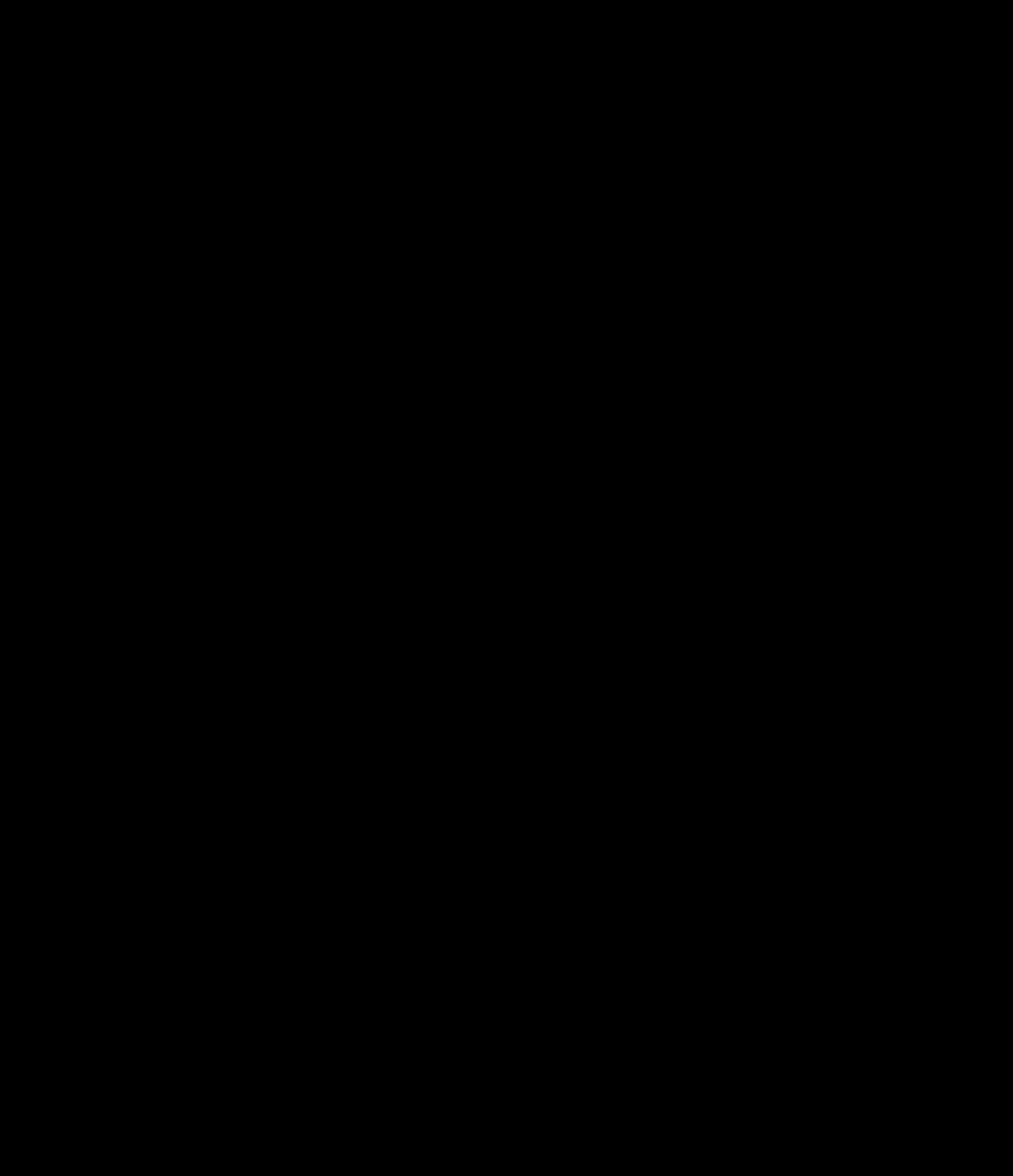
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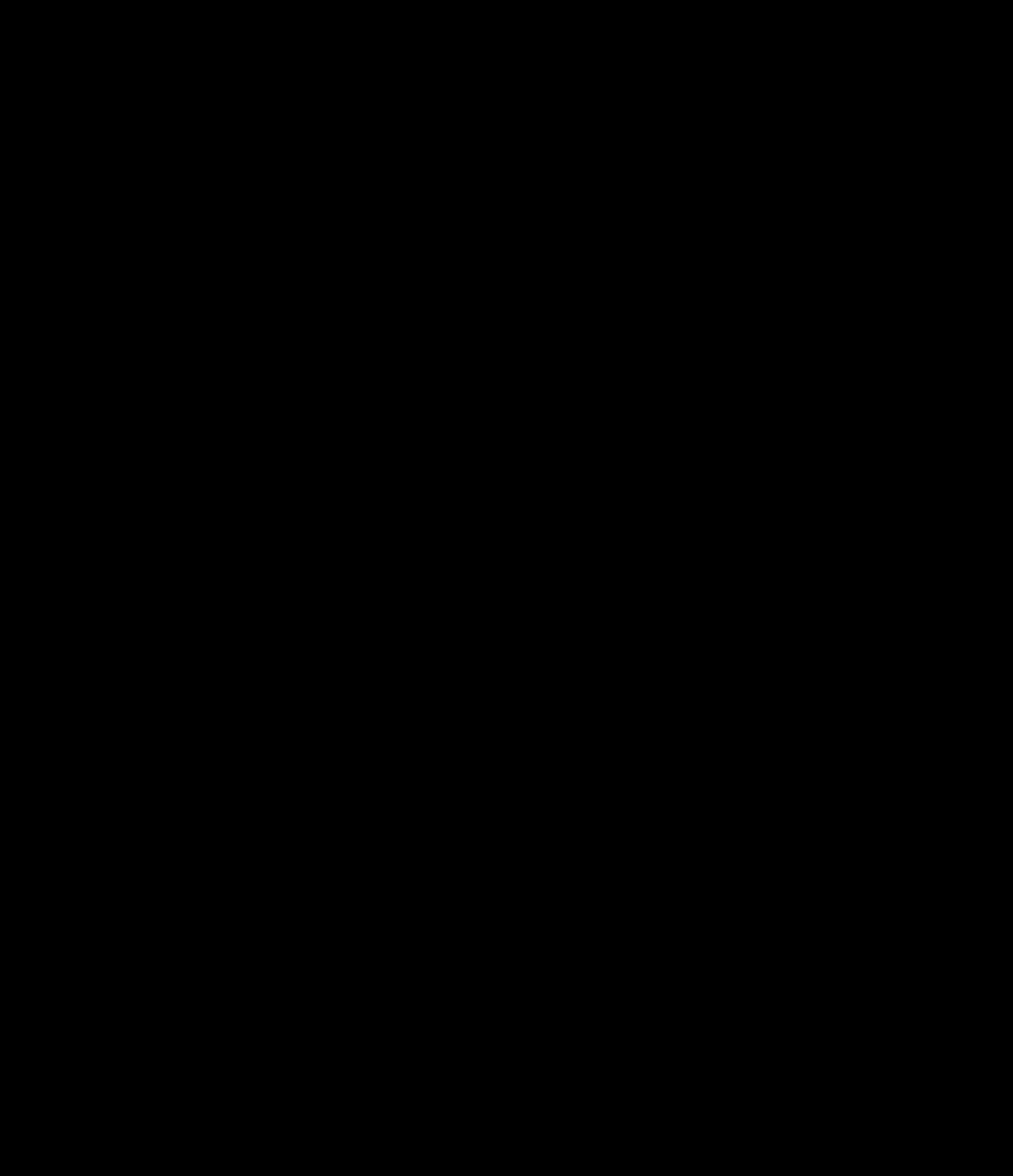
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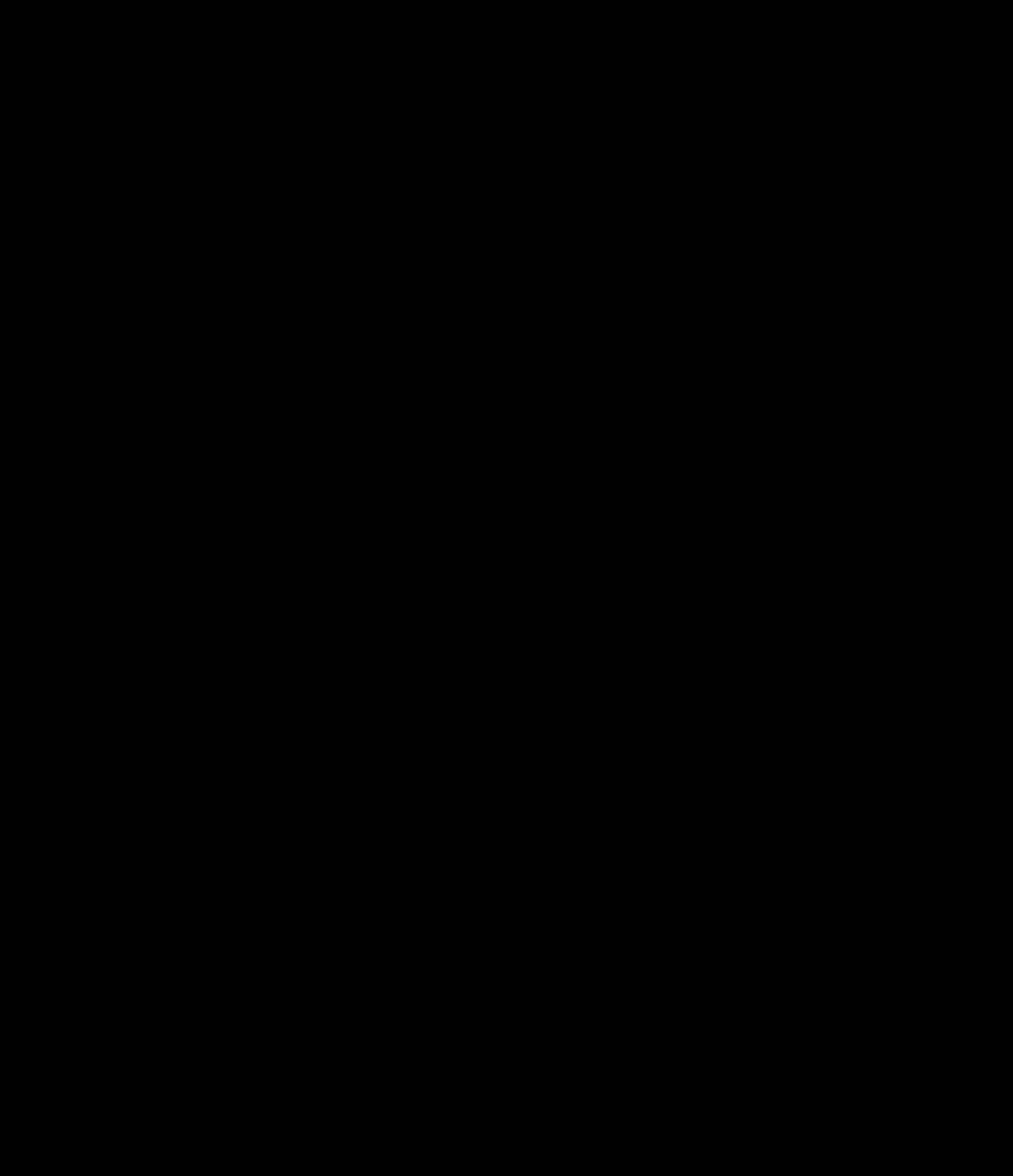
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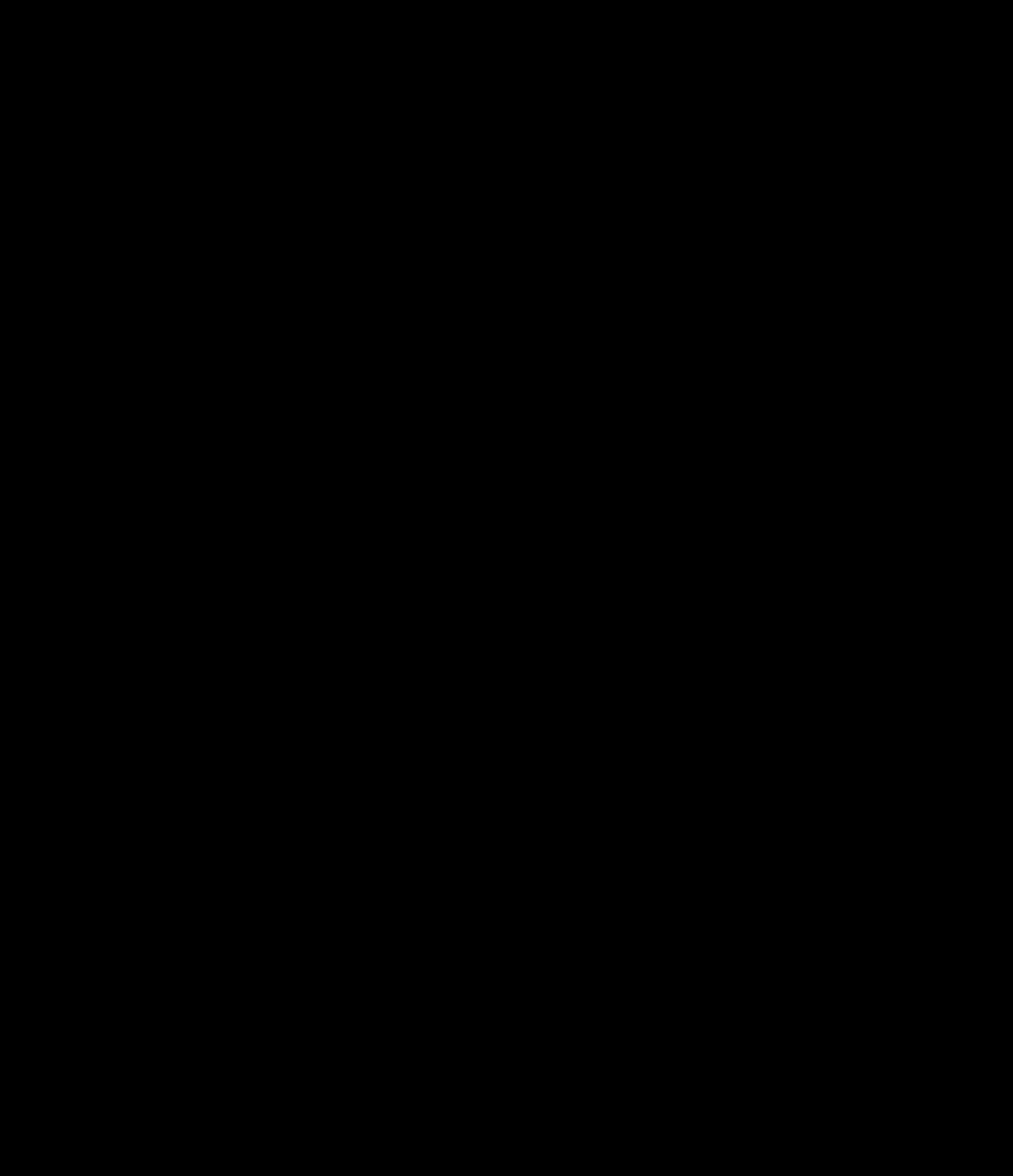
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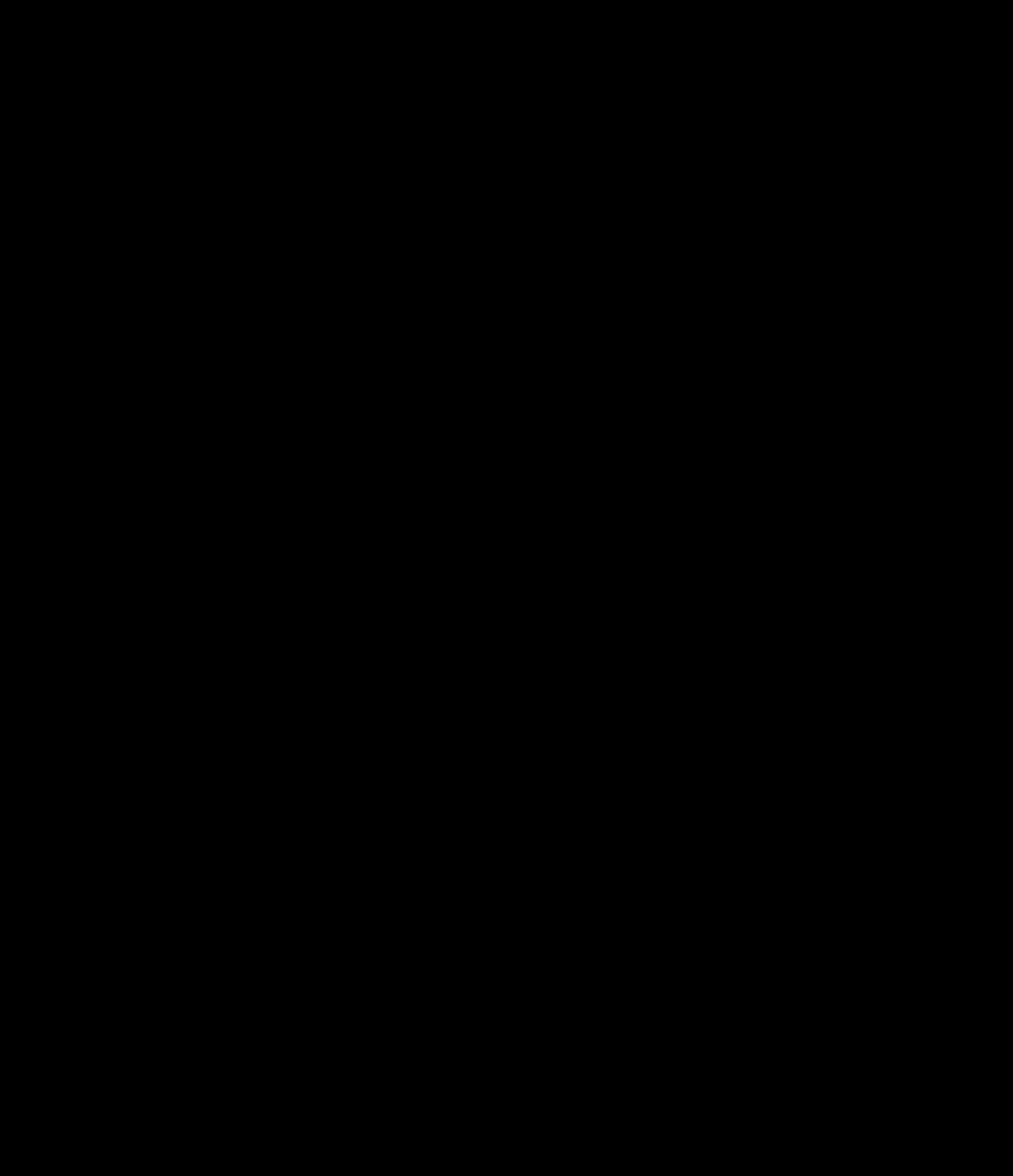
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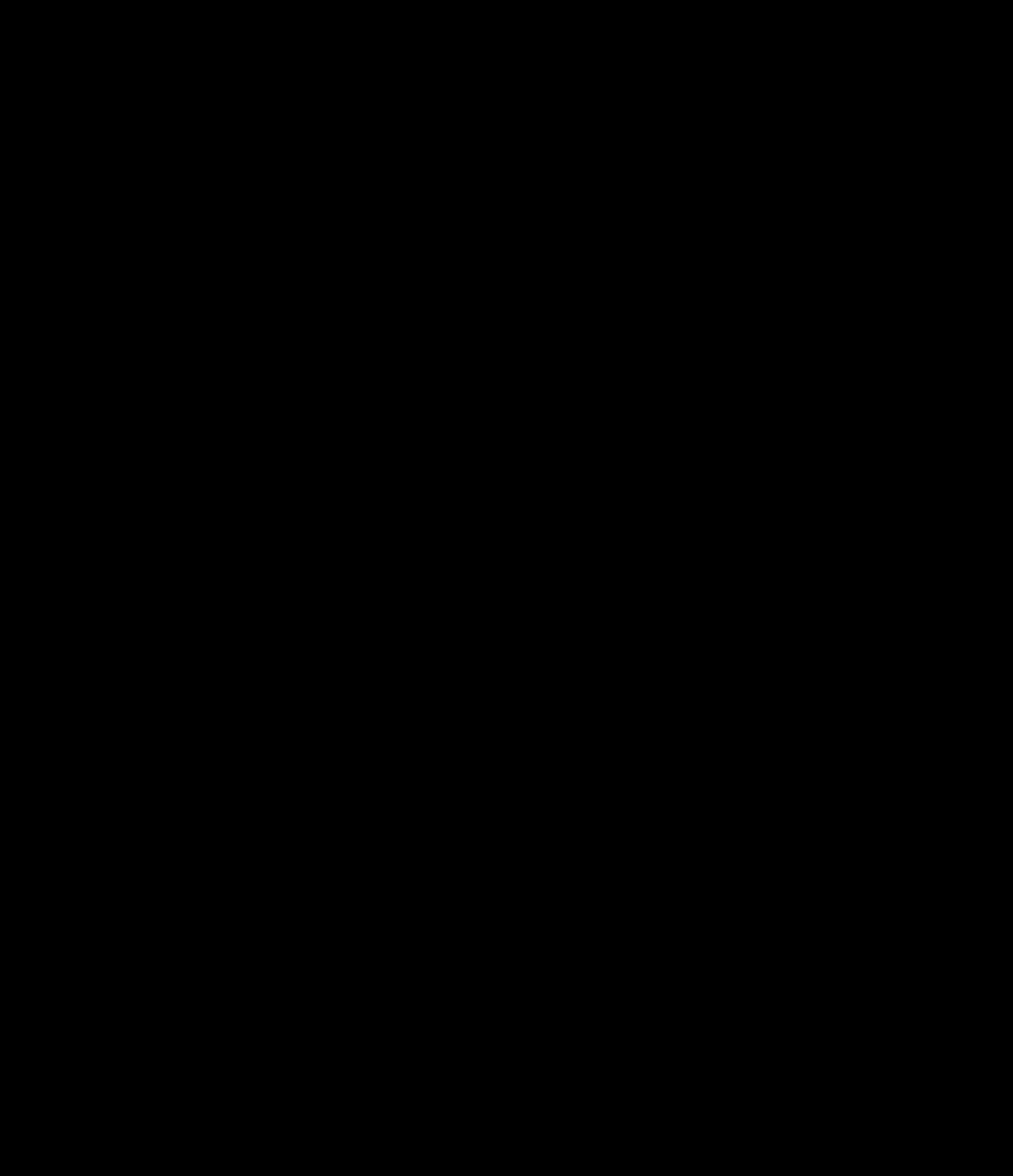
(b) (3) (A), (b) (4)



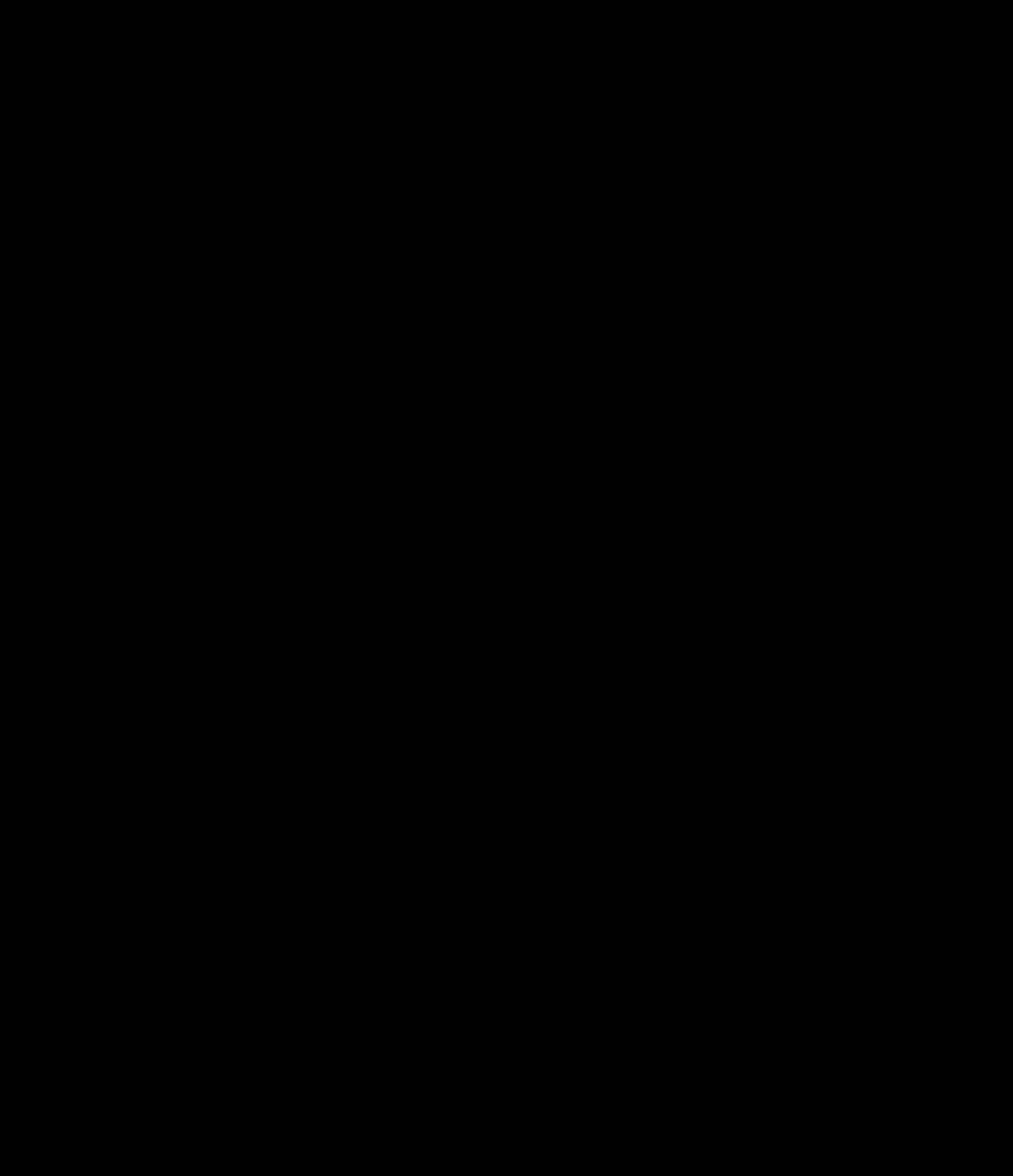
(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



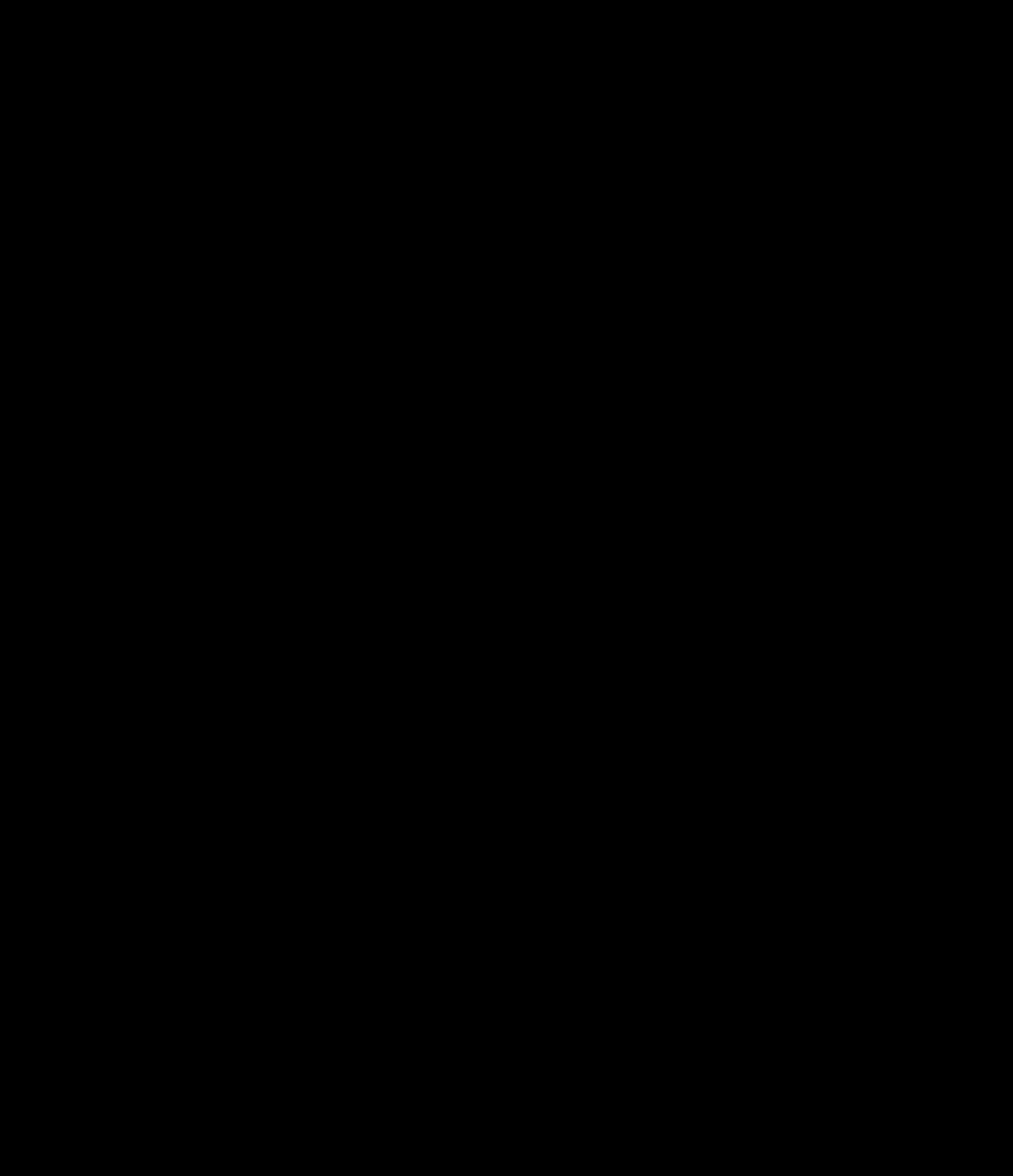
(b) (3) (A), (b) (4)



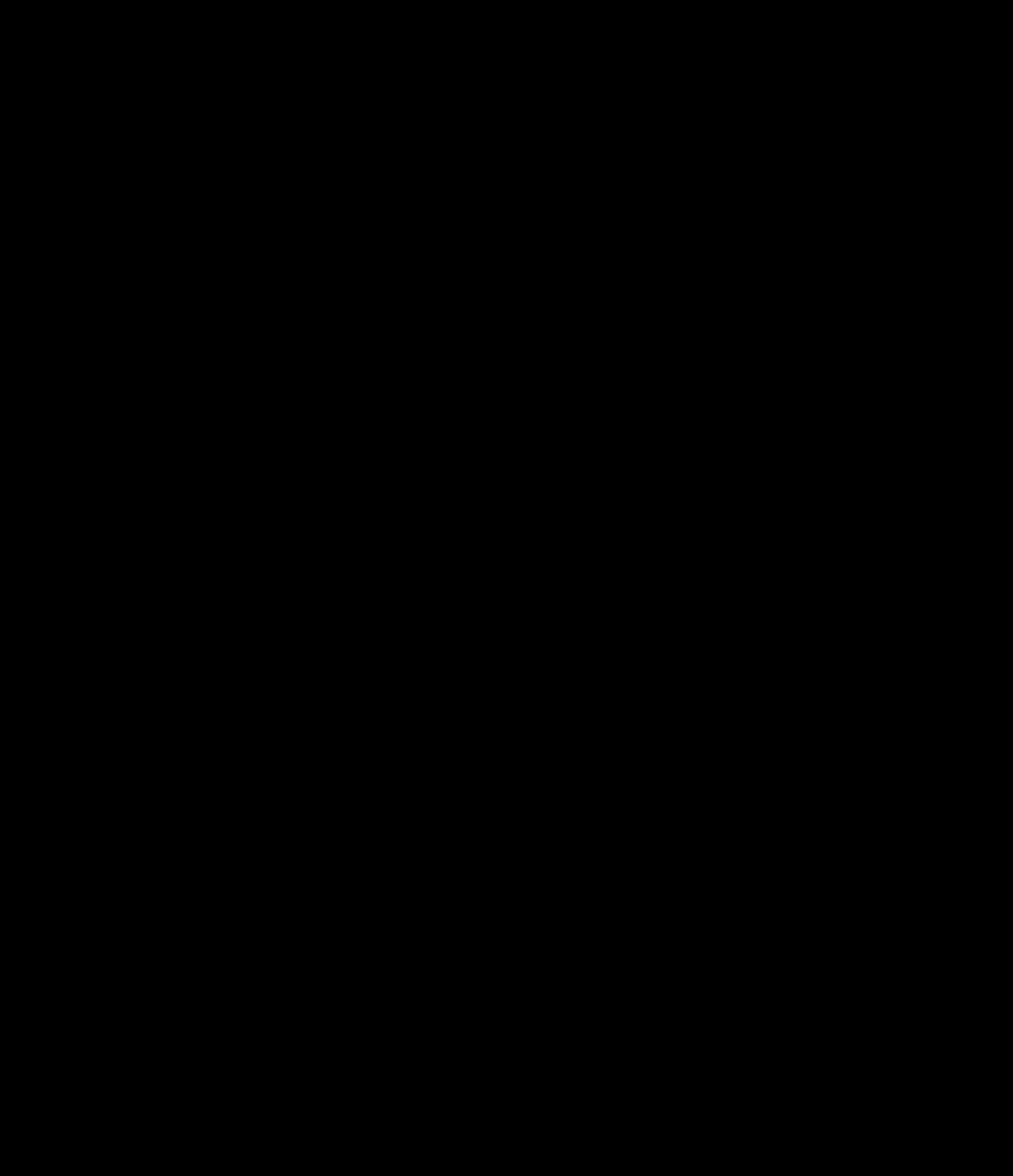
(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



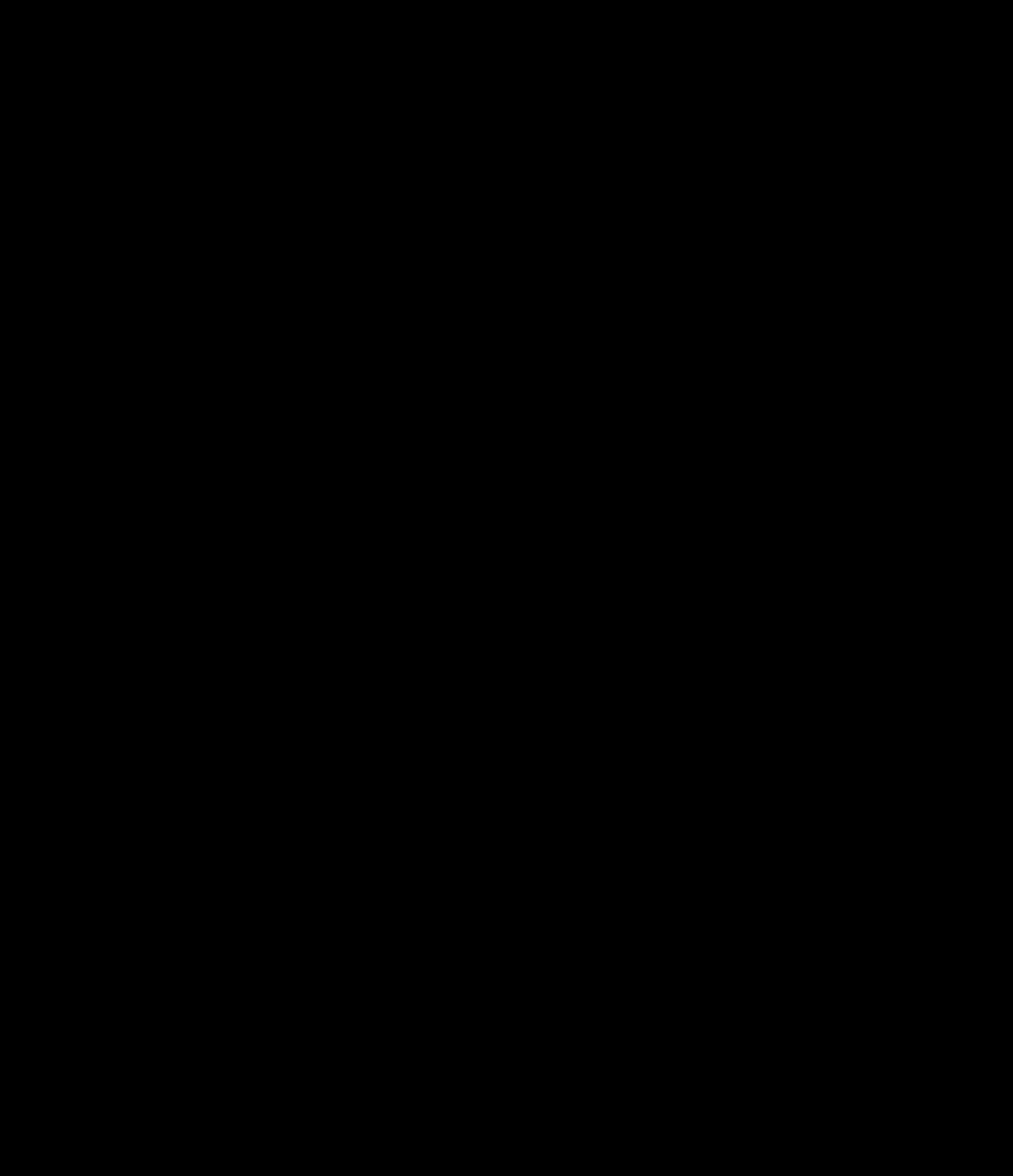
(b) (3) (A), (b) (4)



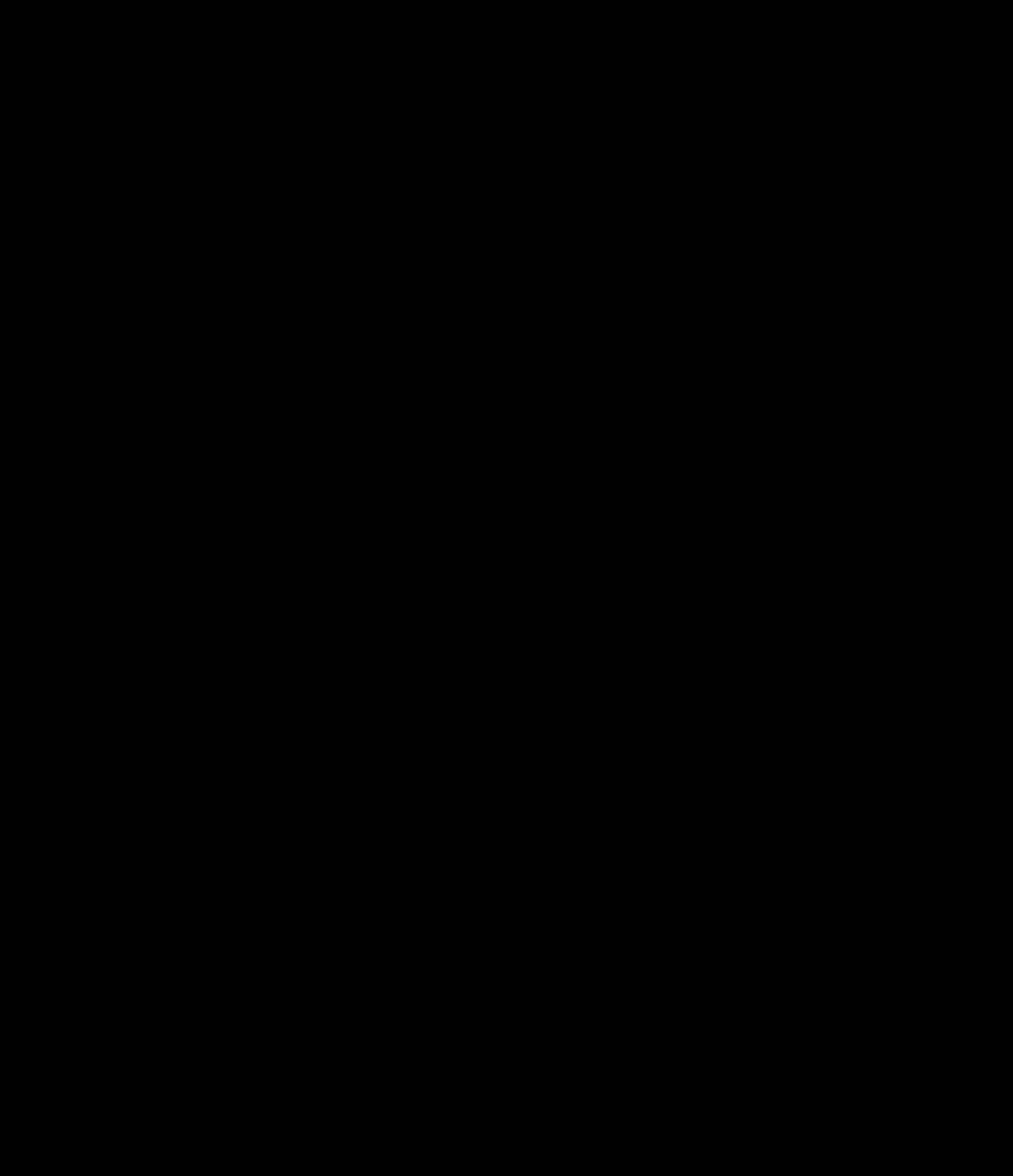
(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



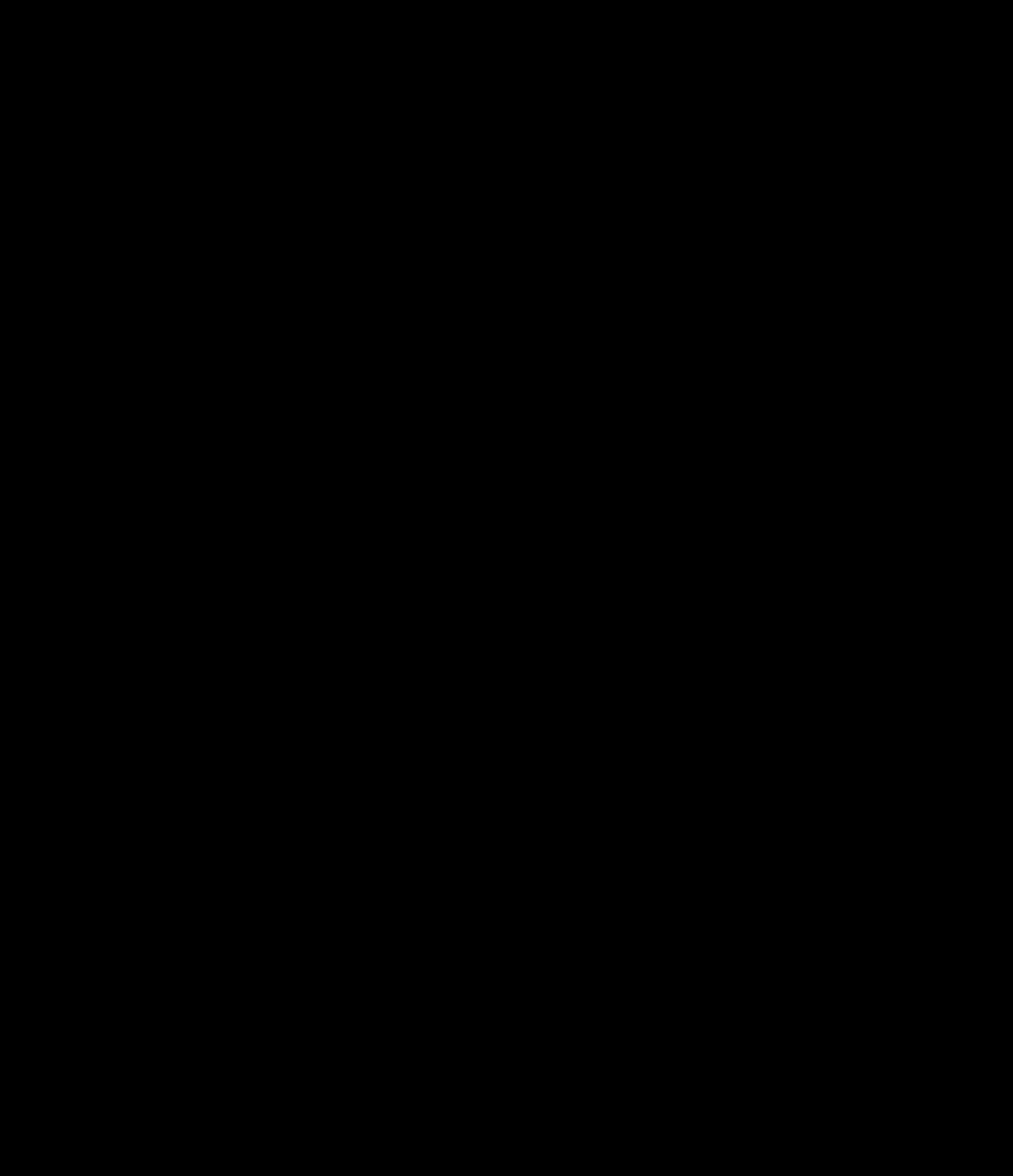
(b) (3) (A), (b) (4)



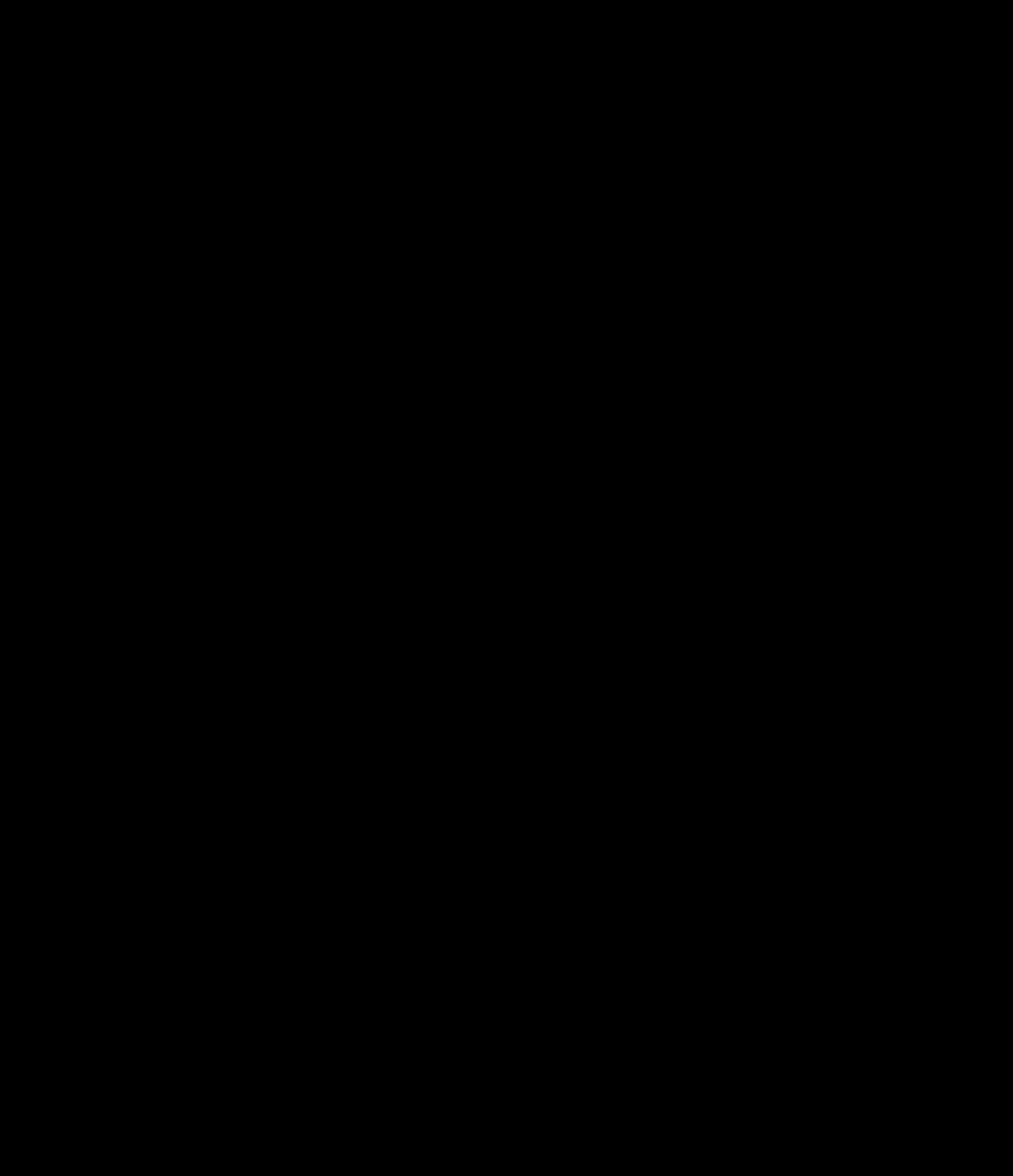
(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)



(b) (3) (A), (b) (4)

FOR UGSOA

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

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

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

(b) (6), (b) (7)(C) Local 840 President

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

(b) (6), (b) (7)(C) Local 840, Vice President

FOR GEO

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

(b) (6), (b) (7)(C) Executive VP, Human Resources

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

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

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

(b) (6), (b) (7)(C) Assistant Warden

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

(b) (6), (b) (7)(C) Human Resources Dir.
Western Region

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. N/A	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, RM 900 WASHINGTON DC 20536		7. ADMINISTERED BY (If other than item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		5. PROJECT NC. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 6127064650000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR22D00000001		10B. DATED (SEE ITEM 13) 10/15/2021	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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) All funding continues to be obligated at the task order level					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Bilateral Modification / FAR 52.222-43 Fair Labor Standards Act and Service Act-Price Adjustment					
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> 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.) DUNS Number: 612706465 Contracting Officer's Representative: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@ice.dhs.gov Alternate COR: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@ice.dhs.gov					
The purpose of this bilateral modification is to approved the REA and change rates for base and option years in accordance with FAR 52.222-43 for the Aurora ICE Detention Center are as follows:					
1) To change Facility Operations Fixed Monthly Rate					
2) To change Above (b) (3) (A), (b) (4) Bed Day Rate					
3) To change Transportation Fixed Monthly Rate					
4) To change Stationary Guard and Medical Escort Officers Hourly Rate					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6), (b) (7)(C) Executive Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (7)(C) TEL: 949-425- (b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C)@ice.dhs.gov		16B. UNITED STATES OF AMERICA Digitally signed by (b) (6), (b) (7)(C) Date: 2022.01.27 11:59:43 -08'00'	
15B. DATE SIGNED 1/27/2022 (Signature of person authorized to sign)		16C. DATE SIGNED		16D. DATE SIGNED	
NSN 7540-01-152-8070 Previous edition unusable					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5) To change Medical Services Fixed Monthly Rate</p> <p>6) To change Comprehensive Mental Health Group Programming Fixed Monthly Rate</p> <p>Rate changes effective date, see below CLINs.</p> <p>There is no requisition associated with this modification. All funding continues to be obligated at the task order level, if further task orders are issued.</p> <p>.</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Other Administrative Action</p> <p>Total Amount for this Modification: (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0001A - Facility Operations</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0001C - TIER (b) (3) (A), (b) (4)</p> <p>Beds</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0002A - Transportation Services - Denver (Aurora) Facility</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0003A - Stationary Guard and Medical Escort Officers Services for Denver (Aurora) Facility (b) (3) (A), (b) (4) Hours per year</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0005A - Medical Services to Medical Services</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 0005B - Comprehensive Mental Health Group Programming</p> <p>Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1001A - Facility Operations. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1001C - TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1002A - Transportation Services for Denver (Aurora) Facility. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1003A - Stationary Guard and Medical Escort Officer Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1005A - Medical Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 1005B - Comprehensive Mental Health Group Programming. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2001A - Facility Operations. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2001C - TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM 2002A - Transportation Services for Denver (Aurora) Facility. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2003A - Stationary Guard and Medical Escort Officer Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2005A - Medical Services Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 2005B - Comprehensive Mental Health Group Programming. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 3001A - Facilities Operations. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 3001C - TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 3002A - Transportation Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 3003A - Stationary Guard and Medical Escort Officer Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM 3005A - Medical Services Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 3005B - Comprehensive Mental Health Group Programming. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4001A - Facility Operations. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4001C - TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4002A - Transportation Services for Denver (Aurora) Facility. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4003A - Stationary Guard and Medical Escort Officer Services. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4005A - Medical Services Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)				
	CHANGES FOR LINE ITEM 4005B - Comprehensive Mental Health Group Programming. Unit Price changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Period of Performance: 10/16/2021 to 10/15/2026 Change Item 0001A to read as follows (amount shown is the obligated amount):				
0001A	Facility Operations Monthly Rate: (b) (3) (A), (b) (4) Continued ...			(b) (3) (A), (b) (4)	

NSN 7540-01-152-9067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001C	Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0001C to read as follows (amount shown is the obligated amount): TIER (b) (3) (A) - (b) (3) (A), (b) (4) Beds Bed Day Rate: (b) (3) (A), (b) (4) /EA 153,300 Detention Beds per year Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0002A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
0002A	Transportation Services - Denver (Aurora) Facility Monthly Rate: (b) (3) (A), (b) (4) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
0003A	Stationary Guard and Medical Escort Officers Services for Denver (Aurora) Facility (b) (3) (A), (b) (4) Hours per year Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0005A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
0005A	Medical Services Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0005B to read as follows (amount shown is the obligated amount): Continued ...				(b) (3) (A), (b) (4)

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005B	Comprehensive Mental Health Group Programming Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1001A to read as follows (amount shown is the obligated amount):				
1001A	Facility Operations. Monthly Rate: (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) Option Line Item 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1001C to read as follows (amount shown is the obligated amount):				
1001C	TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Bed Day Rate: (b) (3) (A), (b) (4) EA Ordering/Pricing Period: 10/16/2022-10/15/2023 Amount: (b) (3) (A), (b) (4) Option Line Item 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1002A to read as follows (amount shown is the obligated amount):				
1002A	Transportation Services for Denver (Aurora) Facility. Amount: (b) (3) (A), (b) (4) Option Line Item 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1003A to read as follows (amount shown is the obligated amount):				
1003A	Stationary Guard and Medical Escort Officer Services. Hourly Rate: (b) (3) (A), (b) (4) HR Amount: (b) (3) (A), (b) (4) Option Line Item 10/16/2022 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1005A	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1005A to read as follows (amount shown is the obligated amount): Medical Services. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1005B to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
1005B	Comprehensive Mental Health Group Programming. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2001A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
2001A	Facility Operations. Monthly Rate: (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2001C to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
2001C	TIER (b) (3) (A), (b) (4) Beds. Bed Day Rate: (b) (3) (A), (b) (4) EA Ordering/Pricing Period: 10/16/2023-10/15/2024 (Leap Year volume of (b) (3) (A), (b) (4) days) Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2002A to read as follows (amount shown Continued ...				(b) (3) (A), (b) (4)

NSN 7540-01-152-9067

OPTIONAL FORM 336 (4-86)
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR22D00000001/P00002

PAGE 9 OF 12

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
2002A	Transportation Services for Denver (Aurora) Facility. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2003A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
2003A	Stationary Guard and Medical Escort Officer Services. Hourly Rate: (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2005A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
2005A	Medical Services. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2005B to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
2005B	Comprehensive Mental Health Group Programming. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3001A to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
3001A	Facilities Operations. Monthly Rate: (b) (3) (A), (b) (4) Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: (b) (3) (A), (b) (4) (Option Line Item) Continued ...				(b) (3) (A), (b) (4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR22D00000001/P00002	PAGE 10 OF 12
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001C	10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3001C to read as follows (amount shown is the obligated amount): TIER (b) (3) (A), (b) (4) Beds. Bed Day Rate: (b) (3) (A), (b) (4) EA				(b) (3) (A), (b) (4)
3002A	Ordering/Pricing Period: 10/16/2024-10/15/2025 Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3002A to read as follows (amount shown is the obligated amount): Transportation Services. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
3003A	Change Item 3003A to read as follows (amount shown is the obligated amount): Stationary Guard and Medical Escort Officer Services. Hourly Rate: (b) (3) (A), (b) (4) /HR Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
3005A	Change Item 3005A to read as follows (amount shown is the obligated amount): Medical Services. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				(b) (3) (A), (b) (4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR22D00000001/P00002	PAGE 11 OF 12
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 3005B to read as follows (amount shown is the obligated amount):				
3005B	Comprehensive Mental Health Group Programming. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
	Change Item 4001A to read as follows (amount shown is the obligated amount):				
4001A	Facility Operations Monthly Rate: (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
	Change Item 4001C to read as follows (amount shown is the obligated amount):				
4001C	TIER (b) (3) (A), (b) (4) - (b) (3) (A), (b) (4) Beds. Bed Day Rate: (b) (3) (A), (b) (4) EA Ordering/Pricing Period: 10/16/2025-10/15/2026 Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
	Change Item 4002A to read as follows (amount shown is the obligated amount):				
4002A	Transportation Services for Denver (Aurora) Facility. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
	Change Item 4003A to read as follows (amount shown is the obligated amount):				
4003A	Stationary Guard and Medical Escort Officer Services. Continued ...			(b) (3) (A), (b) (4)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR22D00000001/P00002	PAGE	OF
		12	12

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Labor Rate: (b) (3) (A), (b) (4) HR Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4005A to read as follows (amount shown is the obligated amount):				
4005A	Medical Services. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/16/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4005B to read as follows (amount shown is the obligated amount):				(b) (3) (A), (b) (4)
4005B	Comprehensive Mental Health Group Programming. Amount: (b) (3) (A), (b) (4) (Option Line Item) 10/15/2026 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD . Invoice Instructions for ICE - ERO Contracts: See Section G of the Contract Clauses for this Contract for specific invoice instructions. All other terms and conditions remains the same.				(b) (3) (A), (b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1	3
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 192122FHL00000015.5	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024		CODE 70CDCR		5. PROJECT NO. (If applicable)	
				7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-14-A-00001 70CDCR22FC0000011	
				10B. DATED (SEE ITEM 13) 03/14/2022	
CODE JMLKZZ1NL2Z6		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Net Increase: (b) (3) (A), (b) (4)					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FUNDING ONLY ACTION				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.)					
COR: (b) (6), (b) (7)(C)					
Phone: 956-389-(b) (6), (b) (7)(C)					
Email: (b) (6), (b) (7)(C)@ice.dhs.gov					
ACOR/Field POC: (b) (6), (b) (7)(C)					
Phone: (956) 252-(b) (6), (b) (7)(C)					
Email: (b) (6), (b) (7)(C)@ice.dhs.gov					
ACOR/Field POC: (b) (6), (b) (7)(C)					
Phone: (956) 326-(b) (6), (b) (7)(C)					
Email: (b) (6), (b) (7)(C)@ice.dhs.gov					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b) (6), (b) (7)(C)			
		TEL: EMAIL: (b) (6), (b) (7)(C)@ice.dhs.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA (b) (6), (b) (7)(C)	
(Signature of person authorized to sign)				Digitally signed by (b) (6), (b) (7)(C) Date: 2022.04.19 10:55:13 -0400	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

HSCEDM-14-A-00001/70CDCR22FC0000011/P00001

PAGE

OF

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3

NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contractor POC: (b) (6), (b) (7)(C) Phone: 561-999- Email: (b) (6), (b) (7)(C)@geogroup.com</p> <p>Contracting Officer/Specialist: (b) (6), (b) (7)(C) Phone: 202-913- Email: (b) (6), (b) (7)(C)@ice.dhs.gov</p> <p>Requisition # 192122FHL00000015.5 is associated with this order.</p> <p>The purpose of this modification to BPA Call 70CDCRFC0000011 is to provide additional funding in the amount of (b) (3) (A), (b) (4) for detention services to Rio Grande Detention Center. This BPA Call is placed in accordance with HSCEDM-14-A-00001.</p> <p>The total obligated funding on this BPA Call has increased: From: (b) (3) (A), (b) (4) By: (b) (3) (A), (b) (4) To:</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided is the amount presently available for payment and allotted to this BPA Call. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this BPA Call. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Discount Terms: Net (b) (6), (b) (7)(C)</p> <p>Accounting Info: (b) (7)(E)</p> <p>Period of Performance: 04/01/2022 to 03/31/2023 Continued ...</p>				

NSN 7540-01-152-9067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-14-A-00001/70CDCR22FC0000011/P00001	PAGE 3 OF 3
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services- Guaranteed Minimum</p> <p>Guard Rate: (b) (3) (A), (b) (4)</p> <p>Funding for this CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By:</p> <p>To:</p>				(b) (3) (A), (b) (4)
0002	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services- Above Guaranteed Minimum</p> <p>Funding for this CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By:</p> <p>To:</p>				(b) (3) (A), (b) (4)

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES	
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1	9
1. DATE OF ORDER 03/14/2022		2. CONTRACT NO. (If any) HSCEDM-14-A-00001		6. SHIP TO:			
3. ORDER NO. 70CDCR22FC0000011		4. REQUISITION/REFERENCE NO. 192122FHL00000015.2		a. NAME OF CONSIGNEE ICE Enforcement & Removal			
5. ISSUING OFFICE (Address correspondence to) DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024				b. STREET ADDRESS Immigration and Customs Enforcement 500 12th St SW Suite 900			
				c. CITY Washington		d. STATE DC	e. ZIP CODE 20024
7. TO: (b) (6), (b) (7)(C)				f. SHIP VIA			
a. NAME OF CONTRACTOR GEO GROUP INC THE				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.			
b. COMPANY NAME							
c. STREET ADDRESS 4955 TECHNOLOGY WAY				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.			
d. CITY BOCA RATON		e. STATE FL	f. ZIP CODE 334313367		10. REQUISITIONING OFFICE ICE Enforcement & Removal		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				12. F.O.B. POINT			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB							
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Days After Award	
						16. DISCOUNT TERMS Net (b) (3) (A)	
17. SCHEDULE (See reverse for Rejections)							
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	DUNS Number: 612706465 COR: (b) (6), (b) (7)(C) Phone: 956-389-(b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)@ice.dhs.gov ACOR/Field POC: (b) (6), (b) (7)(C) Continued ...						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME DHS, ICE						17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/DRO-FOD-FAO						
c. CITY Williston				d. STATE VT	e. ZIP CODE 05495-1620		
22. UNITED STATES OF AMERICA BY (Signature)					23. NAME (Typed) (b) (6), (b) (7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	2

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	<p>Phone: (956) 252- (b) (6), (b) (7)(C)</p> <p>Email: (b) (6), (b) (7)(C)@ice.dhs.gov</p> <p>ACOR/Field POC: (b) (6), (b) (7)(C)</p> <p>Phone: (956) 326- (b) (6), (b) (7)(C)</p> <p>Email: (b) (6), (b) (7)(C)@ice.dhs.gov</p> <p>Contractor POC: (b) (6), (b) (7)(C)</p> <p>Phone: 561-999- (b) (6), (b) (7)(C)</p> <p>Email: (b) (6), (b) (7)(C)@geogroup.com</p> <p>Contracting Officer/Specialist: (b) (6), (b) (7)(C)</p> <p>(b) (6), (b) (7)(C)</p> <p>Phone: 202-913- (b) (6), (b) (7)(C)</p> <p>Email: (b) (6), (b) (7)(C)@ice.dhs.gov</p> <p>Requisition # 192122FHL00000015.2 is associated with this order.</p> <p>The purpose of BPA Call 70CDCRFC0000011 between the Department of Homeland Security, ICE Customs Enforcement and GEO Group, Inc., is to provide detention services to Rio Grande Detention Center. This BPA Call is placed in accordance with HSCEDM-14-A-00001.</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	(b) (3) (A), (b) (4)
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OPTIONAL FORM 348 (Rev. 4/2000)
 Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	3

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

DATE OF ORDER 03/14/2022	CONTRACT NO. HSCEDM-14-A-00001	ORDER NO. 70CDCR22FC0000011
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted. Period of Performance: 04/01/2022 to 03/31/2023</p> <p>Detention Services- Guaranteed Minimum</p> <p>Guard Rate: (b) (3) (A), (b) (4)</p> <p>As a result, funding for this CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By: (b) (3) (A), (b) (4)</p> <p>To: (b) (3) (A), (b) (4)</p> <p>Accounting Info: (b) (7)(E)</p> <p>Funded: (b) (3) (A), (b) (4)</p>				(b) (3) (A), (b) (4)	
0002	<p>Detention Services- Above Guaranteed Minimum</p> <p>As a result, funding for this CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By: (b) (3) (A), (b) (4)</p> <p>To: (b) (3) (A), (b) (4)</p> <p>Accounting Info: (b) (7)(E)</p> <p>Funded: (b) (3) (A), (b) (4)</p>				(b) (3) (A), (b) (4)	
0003	<p>OFF-SITE GUARD SERVICE</p> <p>As a result, funding for this CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By: (b) (3) (A), (b) (4)</p> <p>To: (b) (3) (A), (b) (4)</p> <p>Continued ...</p>				(b) (3) (A), (b) (4)	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	(b) (3) (A), (b) (4)
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OPTIONAL FORM 348 (Rev. 4/2000)
 Prescribed by GSA FPMR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	4

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
0004	<p>Accounting Info:</p> <p style="font-size: 2em; color: red;">(b) (7)(E)</p> <p>Funded: (b) (3) (A), (b) (4)</p> <p>TRANSPORTATION</p> <p>As a result, funding for the CLIN is increased</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By: [REDACTED]</p> <p>To: [REDACTED]</p> <p>Accounting Info:</p> <p style="font-size: 2em; color: red;">(b) (7)(E)</p> <p>Funded: (b) (3) (A), (b) (4)</p> <p>INVOICE INSTRUCTIONS - ERO</p> <p>1. The contractor shall be active in the System for Award Management (www.SAM.gov) for invoice processing. Besides the information identified below, a proper invoice shall also include; contractor's Dunn and Bradstreet (D&B) DUNS number; the ICE Program Office; and state whether the invoice is "INTERIM" or "FINAL".</p> <p>2. In accordance with Contract Clauses, 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:</p> <p>"...An invoice must include-</p> <p>(i) Name and address of the Contractor. The name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in SAM;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS number;</p> <p>(iii) Invoice date and number;</p> <p>Continued ...</p>				(b) (3) (A), (b) (4)	

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	5

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	<p>(iv) Contract number, line items and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of persons to notify in event of defective invoice;</p> <p>(x) ICE Program Office designated on the order/contract/agreement; and</p> <p>(xi) Whether the invoice is "Interim" or "Final"</p> <p>3. Invoice submission: shall be submitted via one of the following two methods. Improper invoices or those submitted by means other than these two methods will be returned. Email is the preferred method.</p> <p>a. Primary method of submission is email. The Contractor shall submit one (1) invoice in PDF format per e-mail and the subject line of the e-mail will reference the invoice number of the attached invoice to: (b) (7)(E) @ice.dhs.gov Attn: ICE-ERO-FOD-FAO Invoice</p> <p>b. Mail: DHS, ICE Financial Service Center Burlington Attn: ICE-ERO-FOD-FAO Invoice P.O. Box 1620 Williston, VT 05495-1620</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Continued ...</p>					

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	6

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>Continued ...</p>					

ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	7

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	<div style="background-color: black; color: red; padding: 2px;">(b) (3) (A), (b) (4)</div>
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ORDER FOR SUPPLIES OR SERVICES	PAGE NO
SCHEDULE - CONTINUATION	8

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
03/14/2022	HSCEDM-14-A-00001	70CDCR22FC0000011

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	<div style="background-color: black; color: white; padding: 2px;">(b) (5), (A), (B) (4)</div>
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OPTIONAL FORM 348 (Rev. 4/2000)
Prescribed by GSA FAR (48 CFR) 53.213(f)

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION	PAGE NO 9
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 03/14/2022	CONTRACT NO. HSCEDM-14-A-00001	ORDER NO. 70CDCR22FC0000011
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>4. Payment Inquiries: Questions regarding invoice submission or payment, please contact Financial Service Center Burlington at 1-877-491-6521, Option # 3 or by e-mail at (b) (7)(E)@ice.dhs.gov</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>The total amount of award: (b) (3) (A), (b) (4). The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))	OPTIONAL FORM 348 (Rev. 4/2000) Prescribed by GSA FAR (48 CFR) 53.213(f)
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024		CODE 70CDCR		5. PROJECT NC. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-14-A-00001 70CDCR22FC0000011	
CODE JMLKZZ1NL2Z6		FACILITY CODE		10B. DATED (SEE ITEM 13) 03/14/2022	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

UEI-612706465

COR: (b) (6), (b) (7)(C)

Phone: 956-389-(b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)@ice.dhs.gov

ACOR/Field POC: (b) (6), (b) (7)(C)

Phone: (956) 252-(b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C)@ice.dhs.gov

ACOR/Field POC: (b) (6), (b) (7)(C)

Continued ...

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

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

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

TEL:

EMAIL:

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

@ice.dhs.gov

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-6070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-14-A-00001/70CDCR22FC0000011/P00002

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: (956) 326-^{(b) (6), (b) (7)(C)}</p> <p>Email: ^{(b) (6), (b) (7)(C)}ice.dhs.gov</p> <p>Contractor POC: ^{(b) (6), (b) (7)(C)}</p> <p>Phone: 561-999-^{(b) (6), (b) (7)(C)}</p> <p>Email: ^{(b) (6), (b) (7)(C)}@geogroup.com</p> <p>Contracting Officer/Specialist: ^{(b) (6), (b) (7)(C)}</p> <p>Phone: 202-913-^{(b) (6), (b) (7)(C)}</p> <p>Email: ^{(b) (6), (b) (7)(C)}ice.dhs.gov</p> <p>No requisition is associated with this order.</p> <p>The purpose of this modification to BPA Call 70CDCR22FC0000011 is to update the the rates on CLIN 0003 for Off Site Guard services at Rio Grande Detention Center in accordance with HSCEDM-14-A-00001.</p> <p>The total obligated funding on this BPA Call remains unchanged at: ^{(b) (3) (A), (b) (4)}</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided is the amount presently available for payment and allotted to this BPA Call. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this BPA Call. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Discount Terms:</p> <p>Net ^{(b) (3) (A), (b) (4)}</p> <p>Accounting Info:</p> <p>(b) (7)(E)</p> <p>Period of Performance: 04/01/2022 to 03/31/2023</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED HSCEDM-14-A-00001/70CDCR22FC0000011/P00002	PAGE	OF
		3	3

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>OFF-SITE GUARD SERVICE</p> <p>As a result of the USMS pricing schedule update, effective 1 Apr 22 - 31 Mar 23, the Off Site Guard rate is increased.</p> <p>From: (b) (3) (A), (b) (4)</p> <p>By: [REDACTED]</p> <p>To: [REDACTED]</p> <p>Funding for this CLIN remains unchanged at (b) (3) (A), (b) (4)</p> <p>All other terms and conditions remain unchanged.</p>				(b) (3) (A), (b) (4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 9	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
P00001		See Block 16C		192122FDN31000018.1	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than item 6)	
		70CDCR		CODE ICE/DCR	
DETENTION COMPLIANCE AND REMOVALS US IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I ST NW RM 900 WASHINGTON DC 20536		ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
GEO GROUP INC THE ATTN (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x)			
		9B. DATED (SEE ITEM 11)			
		x			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		70CDCR22D00000001			
		70CDCR22FR0000001			
		10B. DATED (SEE ITEM 13)			
		10/19/2021			
CODE 6127064650000		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b) (3) (A), (b) (4)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Funding Action per FAR 32.703-1(a)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> 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: 612706465					
Points of Contact:					
Contracting Officer's Representative (COR): (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@ice.dhs.gov					
Phone: (303) 263-(b) (6), (b) (7)(C)					
Alternate COR: (b) (6), (b) (7)(C), (b) (6), (b) (7)(C)@ice.dhs.gov Phone: (303) 472-(b) (6), (b) (7)(C)					
Contracting Officer: (b) (6), (b) (7)(C) Phone Number: 202-430-(b) (6), (b) (7)(C) Email: (b) (6), (b) (7)(C)@ice.dhs.gov					
Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)		
			(b) (6), (b) (7)(C)		
			TEL: EMAIL: (b) (6), (b) (7)(C)@ice.dhs.gov		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)		(Signature of Contracting Officer)			
NSN 7540-01-152-8070				STANDARD FORM 30 (REV. 10-83)	
Previous edition unusable				Prescribed by GSA	
				FAR (48 CFR) 53.243	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR22D00000001/70CDCR22FR00000001/P00001PAGE OF
2 9NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: (b) (6), (b) (7)(C) Phone Number: (202) 823- (b) (6), (b) (7) Email: (b) (6), (b) (7)(C) rice.dhs.gov</p> <p>The purpose of this modification is to obligate additional funding. LIST OF CHANGES: Obligated Amount for this Modification: (b) (3) (A), (b) (4) New Total Obligated Amount for this Award: (b) (3) (A), (b) (4) Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR LINE ITEM NUMBER: 5A Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Obligated Amount for this Modification: (b) (3) (A), (b) (4) Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED: (b) (7)(E)</p> <p>Quantity: (b) (3) (A) Amount: (b) (3) (A), (b) (4) Percent: (b) (3) (A), (b) (4) Subject To Funding: N Payment Address: Immigration and Customs Enforcement Burlington Finance Center P.O. Box 5000 Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 3A Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

70CDCR22D00000001/70CDCR22FR0000001/P00001

PAGE

OF

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Obligated Amount for this Modification: (b) (3) (A), (b) (4)</p> <p>Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO</p> <p>Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>(b) (7)(E)</p> <p>Quantity: (b) (3) (A), (b) (4)</p> <p>Amount: (b) (3) (A), (b) (4)</p> <p>Percent: (b) (3) (A), (b) (4)</p> <p>Subject To Funding: N</p> <p>Payment Address:</p> <p>Immigration and Customs Enforcement</p> <p>Burlington Finance Center</p> <p>P.O. Box 5000</p> <p>Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 2A</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Obligated Amount for this Modification: (b) (3) (A), (b) (4)</p> <p>Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO</p> <p>Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>(b) (7)(E)</p> <p>Quantity: (b) (3) (A), (b) (4)</p> <p>Amount: (b) (3) (A), (b) (4)</p> <p>Percent: (b) (3) (A), (b) (4)</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Subject To Funding: N</p> <p>Payment Address: Immigration and Customs Enforcement Burlington Finance Center P.O. Box 5000 Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 4A Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Obligated Amount for this Modification: (b) (3) (A), (b) (4) Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: (b) (7)(E)</p> <p>Quantity: (b) (3) (A), (b) (4) Amount: (b) (3) (A), (b) (4) Percent (b) (3) (A), (b) (4) Subject To Funding: N Payment Address: Immigration and Customs Enforcement Burlington Finance Center P.O. Box 5000 Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 5B Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Obligated Amount for this Modification: (b) (3) (A), (b) (4) Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR DELIVERY LOCATION: DEN/DRO Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Days after award changed from (b) (3) (A) to (b) (3) (A)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: (b) (7)(E)</p> <p>Quantity: (b) (3) (A) Amount: (b) (3) (A), (b) (4) Percent: (b) (3) (A) Subject To Funding: N Payment Address: Immigration and Customs Enforcement Burlington Finance Center P.O. Box 5000 Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 2C Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Obligated Amount for this Modification: (b) (3) (A), (b) (4) Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4) Days after award changed from (b) (3) (A) to (b) (3) (A)</p> <p>NEW ACCOUNTING CODE ADDED: Account code: (b) (7)(E)</p> <p>Quantity: (b) (3) (A) Amount: (b) (3) (A), (b) (4) Percent: (b) (3) (A) Subject To Funding: N Payment Address: Immigration and Customs Enforcement Burlington Finance Center P.O. Box 5000 Williston VT 05495</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 1C</p> <p>Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Obligated Amount for this Modification: (b) (3) (A), (b) (4)</p> <p>Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>CHANGES FOR DELIVERY LOCATION:</p> <p>Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>(b) (7)(E)</p> <p>Quantity: (b) (3) (A), (b) (4)</p> <p>Amount: (b) (3) (A), (b) (4)</p> <p>Percent: (b) (3) (A), (b) (4)</p> <p>Subject To Funding: N</p> <p>Payment Address:</p> <p>Immigration and Customs Enforcement</p> <p>Burlington Finance Center</p> <p>P.O. Box 5000</p> <p>Williston VT 05495</p> <p>CHANGES FOR LINE ITEM NUMBER: 1A</p> <p>Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Total Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Obligated Amount for this Modification: (b) (3) (A), (b) (4)</p> <p>Incremental Funded Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Incrementally Funded through date changed from 12/31/2021 to 10/16/2022</p> <p>CHANGES FOR DELIVERY LOCATION: DEN/DRO</p> <p>Quantity changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Amount changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>Days after award changed from (b) (3) (A), (b) (4) to (b) (3) (A), (b) (4)</p> <p>NEW ACCOUNTING CODE ADDED:</p> <p>Account code:</p> <p>(b) (7)(E)</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) (7)(E)</p> <p>Amount: (b) (3) (A), (b) (4)</p> <p>Discount Terms: (b) (3) (A), (b) (4)</p> <p>Net (b) (3) (A), (b) (4)</p> <p>Period of Performance: 10/16/2021 to 10/15/2022</p> <p>Change Item 0001A to read as follows (amount shown is the obligated amount):</p>				
0001A	<p>Facility Operations</p> <p>Monthly Rate: (b) (3) (A), (b) (4)</p> <p>Fully Funded Obligation Amount: (b) (3) (A), (b) (4)</p> <p>Incrementally Funded Amount: (b) (3) (A), (b) (4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0001C to read as follows (amount shown is the obligated amount):</p>			(b) (3) (A), (b) (4)	
0001C	<p>TIER II - (b) (3) (A), (b) (4) Beds</p> <p>Bed Day Rate: (b) (3) (A), (b) (4) EA</p> <p>Ordering/Pricing Period: 10/16/2021-10/15/2022</p> <p>Fully Funded Obligation Amount: (b) (3) (A), (b) (4)</p> <p>Incrementally Funded Amount: (b) (3) (A), (b) (4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002A to read as follows (amount shown is the obligated amount):</p>			(b) (3) (A), (b) (4)	
0002A	<p>Transportation Services - Denver (Aurora) Facility</p> <p>Monthly unit price: (b) (3) (A), (b) (4)</p> <p>Fully Funded Obligation Amount: (b) (3) (A), (b) (4)</p> <p>Incrementally Funded Amount: (b) (3) (A), (b) (4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0002C to read as follows (amount shown is the obligated amount):</p>				(b) (3) (A), (b) (4)
0002C	<p>Direct Fuel Pass-Thru</p> <p>Continued ...</p>				(b) (3) (A), (b) (4)

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fully Funded Obligation Amount: (b) (3) (A), (b) (4) Incrementally Funded Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0003A to read as follows (amount shown is the obligated amount): 0003A Stationary Guard and Medical Escort Officers Services for Denver (Aurora) Facility Fully Funded Obligation Amount: (b) (3) (A), (b) (4) Incrementally Funded Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0004A to read as follows (amount shown is the obligated amount): 0004A Detainee Volunteer Work Stipend Fully Funded Obligation Amount: (b) (3) (A), (b) (4) Incrementally Funded Amount: (b) (3) (A), (b) (4) Change Item 0005A to read as follows (amount shown is the obligated amount): 0005A Medical Services Fully Funded Obligation Amount: (b) (3) (A), (b) (4) Incrementally Funded Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0005B to read as follows (amount shown is the obligated amount): 0005B Comprehensive Mental Health Group Programming Fully Funded Obligation Amount: (b) (3) (A), (b) (4) Incrementally Funded Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not Continued ...				

NSN 7540-01-152-9067

OPTIONAL FORM 336 (4-86)
Sponsored by GSA
FAR (48 CFR) 53.110

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>**For inquiries regarding ICE detainee information or ICE's usage of this Task Order, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.**</p>				