

## Section H

Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

### *(2) Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) 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 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.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

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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
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite - Delivery Contracts	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance	Jul 2016
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Jul 2016
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
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	May 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun 2020
52.209-9	Updates of Publicly Available Information Regarding	Oct 2018

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	Responsibility Matters	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.215-2	Audit and Records – Negotiations	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format	Oct 1997
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
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Mar 2020
52.219-8	Utilization of Small Business Concerns	Nov 2016
52.219-9	Small Business Subcontracting Plan, Alternate II	Jun 2020
52.219-16	Liquidated Damages-Subcontracting Plan	Jan 1999
52.219-28	Post-Award Small Business Program Representation	Now 2020
52.222-1	Notice to the Government of Labor Disputes	Feb 1997
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities	Apr 2015
52.222-26	Equal Opportunity	Sept 2016
52.222-37	Employment Reports on Veterans	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec 2010
52.222-41	Service Contract Labor Standards	Aug 2018
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts)	Aug 2018
	52.222-50 Combating Trafficking in Persons	Jan 2019
52.222-54	Employment Eligibility Verification	Oct 2015
52.222-55	Minimum Wages Under Executive Order 13658	Dec 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	Jan 2017
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
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	Aug 2018
52.223-18	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
52.224-3	Privacy Training	Jan 2017

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52.225-13	Restrictions on Certain Foreign Purchases	Feb 2021
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	Jun 2020
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
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Aug 2012
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
52.232-23	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
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec 2013
52.233-1	Disputes	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.239-1	Privacy or Security Safeguards	Aug 1996
52.242-5	Payments to Small Business Subcontractors	Jan 2017
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	Sep 2000
52.244-5	Competition in Subcontracting	Dec 1996
52.245-1	Government Property	Jan 2017
52.245-9	Use and Charges	Apr 2012
52.249-2	Termination for Convenience of the Government –Fixed Price	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-1	Computer Generated Forms	Jan 1991

## 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.

(End of Clause)

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



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(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.

“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.

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- (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.
- (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.

(End of Clause)

### **52.216-18     Ordering (Oct 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 8/20/2021 through 8/31/2026.

(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) A delivery order or task order is considered "issued" when—

- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
- (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
- (3) If sent electronically, the Government either—

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(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

### **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: (b) (3) (A), (b) (4) 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 for the applicable period of performance pursuant to which such services are being ordered under;*

(2) Any order for a combination of items in excess of *the total combined value of the CLINs set forth in this Contract for the applicable period of performance which such services are being ordered under;* or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

### **52.216-22 Indefinite Quantity (Oct 1995)**

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(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 the period of performance end date of the IDIQ.

(End of Clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days of contract expiration.

(End of Clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 Years and 6 Months.

(End of Clause)

### **52.222-35 Equal Opportunity Veterans (Jun 2020)**

(a) Definitions. As used in this clause-

"Active-duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR)22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

### **52.222-36 Equal Opportunity for Workers with Disabilities (Jun 2020)**

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

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### 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits

(End of Clause)

### I.3 HSAR CLAUSES INCORPORATED BY REFERENCE

Number	Titles	DATE
3052.203-70	Instructions for Contractor Disclosure of Violations	Sep 2002
3052.225-70	Requirement for Use of Certain Domestic Commodities	Aug 2009

### I.4 HSAR CLAUSES INCORPORATED IN FULL TEXT

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

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

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

- 1) Within 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.



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

(End of clause)

### **3052.204-71 Contractor Employee Access (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 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:



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- (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 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

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authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of Clause)

### **3052.204-71 Contractor Employee Access ALTERNATE I (SEP 2012)**

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

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

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

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

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

(1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and

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

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

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(End of Clause)

**3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☒ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) *Clauses*

- ☒ 3052.204-71 Contractor Employee Access.
- ☒ Alternate I
- ☒ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☒ Alternate I
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☒ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)
- ☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
- ☐ 3052.217-93 Subcontracts. (USCG)
- ☐ 3052.217-94 Lay Days. (USCG)
- ☐ 3052.217-95 Liability and Insurance. (USCG)
- ☐ 3052.217-96 Title. (USCG)
- ☐ 3052.217-97 Discharge of Liens. (USCG)
- ☐ 3052.217-98 Delays. (USCG)
- ☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair (USCG)
- ☐ 3052.217-100 Guarantee. (USCG)
- ☒ 3052.219-71 DHS Mentor Protégé Program.
- ☒ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor-Protégé Program
- ☒ 3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work
- ☒ 3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility
- ☐ 3052.228-70 Insurance.

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- ☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
- ☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
- ☐ 3052.228-92 Fair Market Value of Aircraft. (USCG)
- ☐ 3052.228-93 Risk and Indemnities. (USCG)
- ☐ 3052.236-70 Special Provisions for Work at Operating Airports.
- ☒ 3052.242-72 Contracting Officer's Technical Representative.
- ☐ 3052.247-70 F.o.B. Origin Information.
  - ☐ Alternate I
  - ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☐ 3052.247-72 F.o.B. Destination Only.

(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 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 (Staffing Plan and Key Personnel) and Section C (Performance Work Statement).

(End of Clause)

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**[END OF SECTION I]**

**SECTION J:**  
**LIST OF ATTACHMENTS**

<b>PWS Attachments</b>	
Attachment 1:	WD #2015-4356, Revision 16, Dated May 16, 2020
Attachment 2:	Prison Rape Elimination Act Regulations
Attachment 3:	Performance-Based National Detention Standards (PBNDS) 2011 with 2016 Revisions
Attachment 4:	Quality Assurance Surveillance Plan
Attachment 4A:	Performance Requirements Summary
Attachment 4B:	Contract Discrepancy Report
Attachment 5:	G-391 Data Collection Categories and Descriptions
Attachment 5A:	G-391 Upload Template
Attachment 6:	Interim ICE Firearms Policy
Attachment 7:	Operations of ERO Holding Facilities
Attachment 8:	ICE Suitability Screening Requirements
Attachment 9:	Personal Property Operations Handbook
Attachment 10:	ICE Body Armor Policy
Attachment 11:	Authorized Restraint Devices Guidelines
Attachment 12:	Interim Use of Force Policy

<b>Additional Attachments</b>	
Attachment 13:	Cost and Pricing Summary
Attachment 14:	Small Business Subcontracting Plan
Attachment 15:	Risk Mitigation Chart

<b>Contract References</b>	
Performance-Based National Detention Standards (PBNDS) 2011 with 2016 Revisions	<a href="http://www.ice.gov/detention-standards/2011/">http://www.ice.gov/detention-standards/2011/</a>
American Correctional Association (ACA)	<a href="http://www.aca.org/">http://www.aca.org/</a>

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**[END OF SECTION J]**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE 70CDCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR	
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b) (6), (b) (7)(C) WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b) (6), (b) (7)(C) Washington DC 20536			
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)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21D00000004	
				10B. DATED (SEE ITEM 13) 08/27/2021	
CODE 6127064650000		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 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 X	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. FAR 52.243-1 Changes - Fixed Price Alt I
	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 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

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

The purpose of this modification is to incorporate the following FAR Class Deviation. This Class Deviation flows down to all current and future task orders issued against this IDIQ.

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-

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: 202-732- (b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C)@ICE.DHS.GOV	
15C. DATE SIGNED (b) (6), (b) (7)(C) 10/27/2021		16C. DATE SIGNED (b) (6), (b) (7)(C)	

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004/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>(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.</p> <p>(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).</p> <p>(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 <a href="https://www.saferfederalworkforce.gov/contractors/">https://www.saferfederalworkforce.gov/contractors/</a>.</p> <p>(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.</p> <p>Period of Performance: 09/01/2021 to 08/31/2026</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
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 801 I ST NW, (b) (6), (b) (7)(C) WASHINGTON DC 20536		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, (b) (6), (b) (7)(C) Washington DC 20536		CODE ICE/DCR	
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)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21D00000004	
CODE 6127064650000		FACILITY CODE		10B. DATED (SEE ITEM 13) 08/27/2021	

**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.
	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) FAR 52.222-43 Fair Labor Standards and Service Contract Act - Price Adjustment

**14. IMPORTANT:** Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

DUNS Number: 612706465

Contracting Officer's Representative: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@ice.dhs.gov

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

The purpose of this modification is to update the applicable Department of Labor Wage Determination. In accordance with 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment, Wage Determination No. 2015-4535 Revision 18, dated July 21, 2021, is hereby attached and incorporated. This Wage Determination is made effective retroactively to August 27, 2021.

The following payroll data must be submitted to support any request for a price adjustment:  
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: 202-732- (b) (6), (b) (7)(C) EMAIL: (b) (6), (b) (7)(C)@ICE.DHS.GOV	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED (b) (6), (b) (7)(C)	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

Date: 2022.03.09 10:12:15 -05'00'  
STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004/P00002	PAGE	OF
		2	2

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>A. Employee Name and WD Job Classification Title/Number</p> <p>B. Actual hours paid and/or worked</p> <p>C. Actual hourly wage and wage rates used in previous performance period</p> <p>D. Actual H&amp;W wages and rates used in previous performance period</p> <p>E. How was H&amp;W paid? (i.e., cash to employees or paid to third party)</p> <p>F. Applicable workers compensation rate (if H&amp;W was paid in cash to employee</p> <p>G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA)</p> <p>The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within <span style="background-color: black; color: red;">60/30/04</span> calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>4. All other terms and conditions remain unchanged.</p> <p>Period of Performance: 09/01/2021 to 08/31/2026 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>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00003		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 801 I ST NW, (b) (6), (b) (7)(C) WASHINGTON DC 20536		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, (b) (6), (b) (7)(C) Washington DC 20536		CODE ICE/DCR	
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)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR21D00000004	
CODE JMLKZZ1NL2Z6		FACILITY CODE		10B. DATED (SEE ITEM 13) 08/27/2021	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<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					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
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 FAR 52.222-43 Fair Labor Standards and Service Contract Act - Price Adjustment					
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 Contracting Officer: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)@ice.dhs.gov					
The purpose of this modification is to update the pricing as a result of the incorporation of updated Wage Determination (WD 2015-4535, Revision 18). As a result, the monthly rate of all Facility Operations Charge CLINs (0001c and X001b) are increased by (b) (3) (A), (b) (4) and all Transportation - Guaranteed Minimum CLINs (X003) are increased by (b) (3) (A), (b) (4).  As a result of this modification, the total contract value increases: From: (b) (3) (A), (b) (4) 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: 202-132-2853 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) (b) (6), (b) (7)(C) (Signature of Contracting Officer)	
(Signature of person authorized to sign)				Date: 20220406 11:46:51 -04'00'	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004/P00003	PAGE 2	OF 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)
	By: (b) (3) (A), (b) (4) To: (b) (3) (A), (b) (4)  Period of Performance: 09/01/2021 to 08/31/2026  Change Item 0001c to read as follows (amount shown is the obligated amount):  0001c Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 0003 to read as follows (amount shown is the obligated amount):  0003 Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 1001b to read as follows (amount shown is the obligated amount):  1001b Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 1003 to read as follows (amount shown is the obligated amount):  1003 Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Change Item 2001b to read as follows (amount shown is the obligated amount):  2001b Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Continued ...				



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004/P00003	PAGE	OF
		3	4

NAME OF OFFEROR OR CONTRACTOR  
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 2003 to read as follows (amount shown is the obligated amount):				
2003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
	Change Item 3001b to read as follows (amount shown is the obligated amount):				
3001b	Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
	Change Item 3003 to read as follows (amount shown is the obligated amount):				
3003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
	Change Item 4001b to read as follows (amount shown is the obligated amount):				
4001b	Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
	Change Item 4003 to read as follows (amount shown is the obligated amount):				
4003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Continued ...				(b) (3) (A), (b) (4)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004/P00003	PAGE	OF
		4	4

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>Obligated Amount: (b) (3) (A), (b) (4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</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>				

## QUALITY ASSURANCE SURVEILLANCE PLAN

### 1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

### 2. DEFINITIONS

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS) with 2016 revisions. The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Representative (COR):** The COR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the ERO ICE 2011 PBNDS with 2016 revisions at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.



**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by ICE to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COR and Contracting Officer confirm resolution or correction and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur in accordance with the percentages listed in Attachment 18A - Performance Requirements Summary. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

#### **4. QUALITY CONTROL PLAN**

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS with 2016 revisions; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)

- Investigative reports
- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## 5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

**5.1 Documentation Requirements:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

The G-391 Upload Template will be completed and validated by the contractor on a monthly basis so that there are no errors for each of the trips in the G-391 upload template. Errors are indicated by rows, columns, and cells that are highlighted when the vendor checks the validation using the tool. If the COR identifies errors that have not been corrected, they will resend the report to the vendor to fix and resubmit within 5 business days. All reports must align with invoice amounts and dollar values.

## 6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long

as the standards are not more stringent than those being replaced.

## 7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government **deducts** (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

## 8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COR and Service Provider working together. When documentation of

an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR will either accept the plan or correction or reject the correction or plan for revision and provide an explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.
- (c) The COR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, **or** a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COR may re-inspect the Facility. Based upon the COR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the

Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.

- (g) The COR will maintain a record of all open and resolved CDRs.

## **9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS**

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COR to address the issue. The Service Provider shall submit documentation to the COR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COR.

## **10. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

## Attachment 4A – Performance Requirements

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBND 2011)</b>	<b>WITHHOLDING/DEDUCTION CRITERIA</b>
<b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees	<b>PBND References: Part 1 - SAFETY</b> 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBND or SOW (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm	<b>PBND References: Part 2 - SECURITY</b> 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	<b>PBND Reference: Part 3 - ORDER</b> 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
<b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees	<b>PBND References: Part 4 - CARE</b> 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death. 4.7 Electronic Quality Medical Care (QMC) reporting	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement	<b>PBND References: Part 5 - ACTIVITIES</b> 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBND or SOW (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Justice (10%)</b> Addresses contractor	<b>PBND References: Part 6 - JUSTICE</b> 6.1 Detainee Handbook;	A Contract Discrepancy Report that cites violations of PBND or SOW (contract)



### Attachment 4A – Performance Requirements

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>ACCEPTABLE QUALITY LEVEL and/or PERFORMANCE STANDARD (PBNS 2011)</b>	<b>WITHHOLDING/DEDUCTION CRITERIA</b>
responsibilities to treat detainees fairly and respect their legal rights	6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Administration and Management (10%)</b> Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	<b>PBNS References: Part 7 - -ADMIN &amp; MANAGEMENT</b> 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; 7.5 Transportation Reporting requirements (G-391 Upload Template) 7.6 Pre-Transition and Transition  <b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b>	A Contract Discrepancy Report that cites violations of PBNS or SOW (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Workforce Integrity (10%)</b> Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	<b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b>  <b>Staff Misconduct 4-ALDF-7B-01</b>  <b>Staffing Pattern Compliance of required (Contract) 4-ALDF- 2A-14</b>  <b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity or SOW (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Detainee Discrimination (10%)</b> Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	<b>Discrimination Prevention 4-ALDF-6B-02-03</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination or SOW (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

**From:** (b) (6), (b) (7)(C)  
**Sent:** Fri, 27 Aug 2021 10:56:27 +0000  
**To:** (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C); @geogroup.com; (b) (6), (b) (7)(C); (b) (6), (b) (7)(C)  
**Subject:** Award of Contract 70CDCR21D00000004  
**Attachments:** 70CDCR21D00000004.pdf, 13.16\_Attachment 7 - Operations of ERO Holding Facilities\_10.22.2018.pdf, 13.16\_Attachment 8 - ICE Suitability Screening Requirements.pdf, 13.16\_Attachment 9 - Personal Property Operations Handbook.pdf, 13.16\_Attachment 10 - ICE Body Armor Policy.pdf, 13.16\_Attachment 11 - Authorized Restraint Devices Guidelines.pdf, 13.16\_Attachment 12 - Interim Use of Force Policy.pdf, 13.16\_Attachment 13 - Cost and Pricing Summary.pdf, 13.16\_Attachment 14- Small Business Subcontracting Plan.pdf, 13.16\_Attachment 15 - Risk Mitigation Chart.pdf, 13.16\_Attachment 1 - WD #2015-4536, Revision 16, Dated May 16, 2020.pdf, 13.16\_Attachment 2 - Prison Rape Elimination Act Regulations.pdf, 13.16\_Attachment 3 - Performance Based National Detention Standards 2011, Rev. 2016.pdf, 13.16\_Attachment 4 - Quality Assurance Surveillance Plan.pdf, 13.16\_Attachment 4A - Performance Requirements Summary.docx, 13.16\_Attachment 4B - Contract Discrepancy Report.pdf, 13.16\_Attachment 5 - G-391 Data Collection Categories and Descriptions.pdf, 13.16\_Attachment 5A - G-391 Upload Template v6.xlsx, 13.16\_Attachment 6 - Interim ICE Firearms Policy.pdf

Good afternoon,  
GEO has been awarded the attached Indefinite Delivery / Indefinite Quantity Contract for Immigration Detention and Transportation Services at Broward Transitional Facility within the Miami Area of Responsibility. This contract is being sent to you as representatives of GEO for fulfillment of the terms and conditions contained therein.

Please sign and return the attached SF 1449 (file 70CDCR21D00000004) at your earliest convenience. I'll provide the fully executed contract once complete. A task order for the Base Period beginning September 1, 2021, will be issued shortly.

Please let me know if there are any questions or issues.

Thank you,

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

Contracting Officer  
Detention, Compliance, and Removal  
DHS/ICE  
202-536- (b) (6), (b) (7)(C)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 140	
2. CONTRACT (Proc. Inst. Ident.) NO. 70CDCR21D00000004				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY CODE 70CDCR		6. ADMINISTERED BY (If other than Item 5) CODE ICE/DCR					
DETENTION COMPLIANCE AND REMOVALS U.S. Immigration and Customs Enforcement Office of Acquisition Management 801 I ST NW, (b) (6), (b) (7)(C) WASHINGTON DC 20536				ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b) (6), (b) (7)(C) Washington DC 20536			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  GEO GROUP INC THE ATTN (b) (6), (b) (7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  Net (b) (3) (A)			
CODE 6127064650000 FACILITY CODE				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN			
11. SHIP TO/MARK FOR CODE ICE/ERO		12. PAYMENT WILL BE MADE BY CODE ICE-ERO-SPC-FMI-KRC					
ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite (b) (6), (b) (7)(C) Washington DC 20536		DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-SPC-FMI-KRO Williston VT 05495-1620					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 3304 (a) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
Continued							
15G. TOTAL AMOUNT OF CONTRACT						(b) (3) (A), (b) (4)	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	14
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	95	X	J	LIST OF ATTACHMENTS	2
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	10	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	1
X	F	DELIVERIES OR PERFORMANCE	2		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	5		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	4				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 19A. NAME AND TITLE OF SIGNER (Type or print)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 70CDCR20R00000007, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 20A. NAME OF CONTRACTING OFFICER (b) (6), (b) (7)(C)			
19B. NAME OF CONTRACTOR GEO GROUP INC THE  BY  (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY  (Signature of the Contracting Officer)		20C. DATE SIGNED	

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Previous edition is NOT usable

STANDARD FORM 26 (Rev. 3/2013)  
Prescribed by GSA - FAR (48 CFR) 53.214(a)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004	PAGE OF 2 140
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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)
0001b	<p>DUNS Number: 612706465</p> <p>Contracting Officer's Representative: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @ice.dhs.gov</p> <p>Contracting Officer: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @ice.dhs.gov</p> <p>This is a hybrid firm-fixed price (FFP) and labor hour (LH) Indefinite Delivery / Indefinite Quantity (IDIQ) contract to provide immigration detention and transportation for the ERO Miami Area of Responsibility at Broward Transitional Center in Pompano Beach, FL.</p> <p>The contractor shall provide services in accordance with the PWS and PWS Addendum.</p> <p>All services shall be furnished in compliance with the following regulations/policies/standards:</p> <ul style="list-style-type: none"> <li>- 2011 Performance Based National Detention Standards (PBNS 2011) with 2016 revisions.</li> <li>- Prison Rape Elimination Act (PREA)</li> <li>- American Correctional Association (ACA) Standards</li> </ul> <p>All IDIQ terms and conditions flow down to any Task Orders placed against the contract.</p> <p>Scope of work changes must be submitted in writing and approved by a warranted ICE Contracting Officer. Any work conducted outside the scope of the terms of this contract will be at the contractor's own risk.</p> <p>The applicable Department of Labor Wage Determination will be updated on an annual basis. If a Wage Determination or CBA incorporation results in an increase to service employee wages, the contractor must submit an SCA request for equitable adjustment and provide sufficient documentation to the Contracting Officer's satisfaction in accordance with FAR 52.222-41.</p> <p>All ordering of services under this IDIQ and funding for such orders will be provided on subsequent task orders.</p> <p>Delivery: (b) (6), (b) (7)(C) Days After Award</p> <p>Period of Performance: 09/01/2021 to 08/31/2022</p> <p>Detention Services</p> <p>Continued ...</p>				(b) (3) (A), (b) (4)

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004	PAGE 3	OF 140
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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)
	Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0001c	Facility Operations Charge Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
0002	Detainee Volunteer Work Program Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
0003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
0004	Transportation - Over GM Miles and Guard Hours (Up to (b) (3) (A), (b) (4) Miles per Year with associated Guard Hours included) Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
0005	On-Call Stationary Guard Services Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
0006	Physical Plant Renovations Obligated Amount: (b) (3) (A), (b) (4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b) (3) (A), (b) (4)
1001a	Detention Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...			(b) (3) (A), (b) (4)	

AUTHORIZED FOR LOCAL REPRC

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

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED 70CDCR21D00000004	PAGE 4 OF 140
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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)
1001b	Facility Operations Charge Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
1002	Detainee Volunteer Work Program Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
1003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
1004	Transportation - Over GM Miles and Guard Hours (Up to (b) (3) (A), (b) (4) Miles per Year with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
1005	On-Call Stationary Guard Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2022 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
2001a	Detention Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b) (3) (A), (b) (4)			
2001b	Facility Operations Charge Amount: (b) (3) (A), (b) (4) (Option Line Item) 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)
	08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
2002	Detainee Volunteer Work Program Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
2003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
2004	Transportation - Over GM Miles and Guard Hours (Up to (b) (3) (A), (b) (4) Miles per Year with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
2005	On-Call Stationary Guard Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2023 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
3001a	Detention Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
3001b	Facility Operations Charge Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
	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)
3002	Detainee Volunteer Work Program Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
3003	Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
3004	Transportation - Over GM Miles and Guard Hours (Up to (b) (3) (A), (b) (4) Miles per Year with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
3005	On-Call Stationary Guard Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2024 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
4001a	Detention Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
4001b	Facility Operations Charge Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b) (3) (A), (b) (4)	
4002	Detainee Volunteer Work Program Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 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)
4003	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  Transportation - Guaranteed Minimum Miles and Guard Hours (b) (3) (A), (b) (4) Miles per Month with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4004	Transportation - Over GM Miles and Guard Hours (Up to (b) (3) (A), (b) (4) Miles per Year with associated Guard Hours included) Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
4005	On-Call Stationary Guard Services Amount: (b) (3) (A), (b) (4) (Option Line Item) 08/01/2025 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD  The total amount of award: (b) (3) (A), (b) (4). The obligation for this award is shown in box 15G.				

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