

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

DETENTION WATCH NETWORK and  
CENTER FOR CONSTITUTIONAL RIGHTS,

Plaintiffs,

v.

UNITED STATES IMMIGRATION AND  
CUSTOMS ENFORCEMENT and UNITED  
STATES DEPARTMENT OF HOMELAND  
SECURITY,

Defendants.

14 Civ. 583 (LGS)

**DECLARATION OF FERNANDO PINEIRO IN SUPPORT OF UNITED STATES  
IMMIGRATION AND CUSTOMS ENFORCEMENT'S CROSS-MOTION FOR  
PARTIAL SUMMARY JUDGMENT**

I, Fernando Pineiro, pursuant to 28 U.S.C. § 1746, hereby declare as follows:

**I. INTRODUCTION**

1. I am the Deputy Freedom of Information Act ("FOIA") Officer at the U.S. Immigration and Customs Enforcement ("ICE") FOIA Office ("ICE FOIA Office"). I have held this position since December 29, 2013. Prior to this position I was the FOIA Officer for three years at the U.S. Department of Homeland Security ("DHS") Office for Civil Rights and Civil Liberties.
2. The ICE FOIA Office is responsible for processing and responding to all FOIA, 5 U.S.C. § 552, and Privacy Act, 5 U.S.C. § 552a, requests received by ICE.
3. As the Deputy FOIA Officer my official duties and responsibilities include the general management, oversight, and supervision of the ICE FOIA Office. I manage and supervise a staff that process FOIA requests received by ICE. In connection with my official duties and responsibilities I am familiar with ICE's procedures for responding to requests for information

pursuant to the FOIA, including the FOIA request that the Center for Constitutional Rights and the Detention Watch Network (collectively “Plaintiffs”) submitted to the ICE FOIA Office that is subject of this litigation.

4. I make this declaration in support of ICE’s Cross-Motion for Partial Summary Judgment in the above-captioned action. The statements I make in this declaration are based on my personal knowledge, which includes knowledge acquired through, agency files reviewed, and information provided to me by other ICE employees in the course of my official duties. The documents attached hereto are kept by ICE in the ordinary course of its business activities.

5. This declaration provides a description of ICE’s processing of Plaintiffs’ FOIA request. In addition, in accordance with the requirements set forth in *Vaughn v. Rosen*, 484 F.2d 820 (D.C. Cir. 1973), and subsequent case law, this declaration provides a description of the portions of the documents redacted by ICE at issue in this motion.<sup>1</sup>

## **II. RECEIPT OF PLAINTIFFS’ REQUEST AND PROCESSING OF RESPONSIVE RECORDS**

6. Plaintiffs submitted their original FOIA request on November 25, 2013, seeking certain records including contracts or agreements related to ICE detention facilities. A copy of the Request is attached as an exhibit to the complaint filed in this action.

7. The ICE FOIA Office assigned Plaintiffs’ FOIA request case tracking number 2014FOIA3585 and acknowledged receipt of the request by letter dated November 27, 2013.

8. On January 30, 2014, Plaintiff filed a complaint in this matter.

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<sup>1</sup> As indicated by the Parties’ Joint Pre-Motion Letter to the Court dated October 30, 2015 [Docket No. 66], Plaintiff is only challenging certain redactions in the documents listed in the Vaughn Index, namely, redactions made pursuant to FOIA Exemption 4, 5 U.S.C. § 552 (b)(4), of unit prices (bed-day rates), including those that vary with detainee population (sometimes referred to as “tiered pricing”) and staffing plans. As explained below, ICE is now also asserting FOIA Exemption 7(E), 5 U.S.C. § 552 (b)(7)(E), with respect to the staffing plans.

9. On July 3, 2014 the Court entered an order setting a schedule for ICE's production of responsive documents.

10. Since July 15, 2014, the ICE FOIA Office has been releasing responsive documents to Plaintiffs in accordance with the Court's order.

11. The ICE FOIA Office provided submitter notices to the private contractors in accordance with Executive Order 12600 and U.S. Department of Homeland Security (DHS) FOIA regulations found at 6 C.F.R. § 5.8 to inform them that Plaintiffs' FOIA request sought business information that they had provided to ICE. Private contractors were notified and provided submitter notice responses on the following dates: (1) Akal Security Inc. ("Akal"), Asset Protection & Security Services LP ("Asset"), and Valley Metro-Barbosa Group JV ("Valley-Metro") were notified on March 30, 2015, and provided their submitter notice responses on April 14, 2015, April 10, 2015, and April 8, 2015, respectively; (2) Immigration Centers of America ("ICA") was notified on June 11, 2015, and provided its submitter notice response on June 22, 2015; (3) Corrections Corporation of America ("CCA") was notified on both September 1, 2015 and October 6, 2015, and provided its submitter notice responses on September 4, 2015 and October 15, 2015; and (4) the GEO Group, Inc. ("GEO") was notified on October 6, 2015, and provided its submitter notice response on October 9, 2015.

### **III. ICE OFFICE OF ACQUISITION MANAGEMENT AND ENFORCEMENT AND REMOVAL OPERATIONS**

12. The ICE Office of Acquisition Management ("OAQ") delivers quality acquisition solutions in support of the ICE and DHS missions.

13. The OAQ includes the Office of Component Acquisition Executive ("CAE"), which provides acquisition management oversight and support to ICE acquisition programs, and Detention Compliance and Removals ("DCR"), which provides acquisition support to ICE

Headquarters and Field Offices, and to the ICE Office of Enforcement and Removal Operations (“ERO”) in the planning, awarding, and administering contracts for law enforcement and compliance requirements.

14. ERO oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. ERO prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration controls. ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release.

#### IV. THE VAUGHN INDEX

15. On November 9, 2015, ICE provided a *Vaughn* index to Plaintiffs. The Vaughn Index included six (6) sample contract documents selected by the parties, which are representative of the contracts/agreements that ICE enters into with private contractors for detention services.<sup>2</sup> Pursuant to the parties’ agreement, the index only described redactions on those documents with respect to certain pricing and staffing information pursuant to FOIA Exemption 4, specifically bed-day rates and staffing plans.

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<sup>2</sup> **Contract No. 1** (ICE 2014FOIA03585.003209 through ICE 2014FOIA03585.003215) is a document from the contract between ICE and GEO for detention services at the Broward Transitional Center in Pompano Beach, Florida; **Contract No. 2** (ICE 2014FOIA03585.015538 through ICE 2014FOIA03585.015540) is a document from the contract between ICE and the Town of Farmville, Virginia, for detention services at the Farmville Detention Center, which is operated by ICA, a private contractor; **Contract Nos. 3 and 4** (ICE 2014FOIA03585.006215 through ICE 2014FOIA03585.006219 and ICE 2014FOIA03585.00642 through ICE 2014FOIA03585.00650) are documents from the contract between ICE and CCA for detention services at the Otay Detention Facility in San Diego, California; **Contract No. 5** (ICE 2014FOIA03585.018716 through ICE 2014FOIA03585.018722) is a document from the contract between ICE and Valley Metro for detention services at the U.S. Department of Homeland Security’s Buffalo Federal Detention Facility in Batavia, New York; and **Contract No. 6** (ICE 2014FOIA03585.017352 through ICE 2014FOIA03585.017354) is a document from the contract between ICE and Asset Protection for detention services at the ICE Florence Detention Center in Phoenix, Arizona.

16. A bed-day rate is an all-inclusive cost paid by the government to a commercial contractor for providing detention services at a detention facility, expressed on a per-detainee, per-day basis. The bed-day rate reflects the contractor's daily operating cost for the facility, including personnel, food, health care, supplies, utilities, maintenance, infrastructure depreciation, cost of capital, overhead, and profit. It is the primary unit of comparison used by ICE to compare costs among contractors.

17. A staffing plan is a document, which is usually part of a contract for detention services, that illustrates how many personnel are used at a detention facility where ICE detainees are held, how many personnel are on duty at any given time, and how and where personnel are posted inside the detention facility.

18. The first row of the revised *Vaughn* Index contains five heading titles which briefly describe the type of information found in the corresponding columns below the heading titles, which read, from the left side of the page: "Contract No.," "Bates Number," "Document Title," "Withholding Full/Partial," and "Document Description and Applicable Exemptions." Below the heading titles are six (6) horizontal rows which address the Exemptions that ICE FOIA claimed with respect to each of the sample contract documents.

19. Attached to this declaration is a revised *Vaughn* index that also claims FOIA Exemption 7(E) with respect to portions of one of the sample contract documents, Contract No. 4, which contains a staffing plan for a detention facility. Also attached is a re-processed version of that contract document reflecting the application of Exemption 7(E).<sup>3</sup>

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<sup>3</sup> In the revised *Vaughn* index, ICE asserts for the first time in this litigation FOIA Exemption 7(E) with respect to the staffing plan attached to Contract No. 4.

**V. DESCRIPTION OF FREEDOM OF INFORMATION ACT WITHHOLDINGS  
FOIA Exemption 4**

20. ICE has withheld from the sample contracts information protected by FOIA Exemption 4, 5 U.S.C. § 552(b)(4). FOIA Exemption 4 protects trade secrets and information that is:

(1) commercial or financial; (2) obtained from a person; (3) and privileged or confidential.

Commercial or financial information is deemed to be confidential if it would: (1) harm the government's ability to obtain the necessary information in the future; or (2) cause a substantial harm to the competitive position of the person from whom the information was obtained.

21. ICE applied FOIA Exemption 4 to protect the following information in the sample contracts from disclosure: (1) bed-day rates and similar pricing information, as well as certain other amounts charged under the contracts, to the extent the total number of available beds is disclosed and would allow for the individual bed-day rate to be derived based on that information;<sup>4</sup> and (2) staffing plans, indicating the hourly wages for the particular employee positions filled by the contractors.

22. Upon review of information submitted by the private companies and ICE's Office of Acquisition, the details of which are contained in separate declarations, ICE FOIA determined that bed-day rates and staffing plan information if released, could allow a competitor to gain an unfair advantage over another competitor when negotiating future contracts for detention services with ICE, by underbidding a current contractor's proposal.

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<sup>4</sup> When processing the sample contracts, ICE FOIA redacted other information that, if disclosed, could be used to calculate the bed-day rate such as quantity of beds or services. However, while processing one of the sample contracts the ICE FOIA Office inadvertently omitted redacting some information that could be used to calculate a bed-day rate. *See* Contract No. 5 at ICE 2014FOIA03585.018717. A reprocessed version of this page is attached hereto. I understand that the Government has requested that Plaintiffs return the incompletely redacted contract containing ICE's inadvertent omissions, and that the Court's ECF system substitute the correctly redacted contract for the incompletely redacted contract.

### **FOIA Exemption 7 Threshold**

23. FOIA Exemption 7, 5 U.S.C. § 552(b)(7), establishes a threshold requirement that, to withhold information on the basis of any of its subparts, the records or information must be compiled for law enforcement purposes.

24. The staffing plans for which FOIA Exemption 7 has been asserted in the instant matter satisfy this threshold requirement. Pursuant to the Immigration and Nationality Act, the Secretary of Homeland Security is charged with the administration and enforcement of laws relating to the immigration and naturalization of aliens, subject to certain exceptions. *See* 8 U.S.C. § 1103. ICE is the largest investigative arm of DHS and the second largest investigative agency in the federal government. Created in 2003 through a merger of the investigative and interior enforcement elements of the U.S. Customs Service and the Immigration and Naturalization Service, ICE now has more than 20,000 employees and offices in all 50 states and 48 foreign countries, and is responsible for enforcing the nation's immigration laws, and identifying and eliminating vulnerabilities within the nation's borders.

25. The ICE ERO directorate oversees programs and conducts operations to identify and apprehend removable aliens, to detain these individuals when necessary, and to remove illegal aliens from the United States. Within ICE, ERO has broad authority and prioritizes the apprehension, arrest, and removal of convicted criminals, those who pose a threat to national security, fugitives, recent border entrants, and aliens who thwart immigration control. ERO manages all logistical aspects of the removal process, including domestic transportation, detention, alternatives to detention programs, bond management, and supervised release. ERO comprises seven headquarters divisions and 24 Field Offices, and more than 7,600 employees.

26. The staffing plans at issue in this case were submitted by the private contractors and collected by ICE because they relate to ICE's obligation to enforce the immigration laws of the United States by investigating non-U.S. individuals who may be illegally present in the United States, including records of interviews, arrest, booking, detention, removal, other related investigations, etc.

27. More specifically, these staffing plans are compiled for law enforcement purposes, as the information is collected and used by ICE to assist the agency in its mission of arresting and detaining certain aliens, including those who pose a risk to public safety, and ensuring that detained aliens do not escape from ICE custody to facilitate their appearance at or during immigration enforcement proceedings. Staffing plan information is compiled by ICE to determine the specific amount and allocation of personnel needed at a detention facility holding ICE detainees to ensure compliance with ERO's law enforcement mandate. This information is critical to ensuring the operation and security of the detention facility, as well as the security of the personnel and detainees inside the detention facility. Therefore, all the staffing plans for facilities holding ICE detainees were compiled for law enforcement purposes and meet the threshold requirement of FOIA Exemption 7.

**FOIA Exemption 7(E)**

28. FOIA Exemption 7(E), 5 U.S.C. § 552(b)(7)(E), protects from disclosure records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions, or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. Release of the staffing plans at issue would disclose techniques and/or procedures for law enforcement investigations or prosecutions.

29. ICE has asserted FOIA Exemption 7(E) to protect from disclosure portions of the staffing plan attached to contract sample No. 4 (ICE 2014FOIA03585.006248-006250). Staffing plan information constitutes a law enforcement procedure because it articulates or establishes the specific amount and allocation of personnel at a detention facility holding ICE detainees. In particular, a staffing plan establishes: (1) the total amount of personnel needed to operate and maintain security at a detention facility; (2) the locations within the detention facility where facility personnel are to be posted; and (3) the specific number of personnel that are to be allocated per shift. In addition, staffing plan information includes information concerning the actions that detention facility personnel are to perform during normal and emergency situations to ensure the security and safety of both personnel and detainees inside the detention facility.

30. The release of this information could reasonably be expected to reveal when the detention facility would be most vulnerable to efforts to avoid detection and apprehension when organizing an escape or disturbance, and how to frustrate or thwart security measures or procedures to prevent or quell such incidents. Public awareness of this operational information would aid those seeking to gain unauthorized entry to a detention facility holding ICE detainees, as they would readily know the detention facility's staffing limitations or when the facility would be most vulnerable, which could be exploited to overrun and gain unauthorized entry to the facility or frustrate security measures taken while transporting ICE detainees.

31. ICE has asserted FOIA Exemption 7(E) to protect from disclosure portions of the staffing plans that are not well known to the public, and which if disclosed could reasonably be expected to risk circumvention of the law. As indicated above, a staffing plan is a document that shows the total amount of personnel used at a detention facility for ICE detainees, how many personnel

are to be on duty at any given time, how personnel are allocated by shift inside a detention facility, and the amount of personnel by location inside the detention facility.

32. While the public may generally know that detention facilities housing ICE detainees employ personnel to operate and maintain the security of those facilities or to transport detainees, the public does not know the total number of personnel employed at these facilities, the number of facility personnel present during each shift to maintain security at the detention facilities or while transporting detainees, or the assignments of facility staff during each shift. If it were publicly known how many facility employees are employed to transport detainees, how many officers are used to maintain security at the detention facilities, or the specific number of staff per shift, plans and countermeasures could be developed to frustrate security measures at the facilities or while transporting detainees, thus corrupting the integrity of ongoing security and operational plans at the facilities, and potentially compromising facility staff and detainee safety.

## **VII. SEGREGABILITY**

33. 5 U.S.C. § 552(b) requires that “[a]ny reasonably segregable portion of a record shall be provided to any person requesting such record after deletion of the portions which are exempt.”

34. I have reviewed each record line-by-line to identify information exempt from disclosure or for which a discretionary waiver of exemption could be applied.

35. With respect to the records that were released in part, all information not exempted from disclosure pursuant to the FOIA exemptions specified above was correctly segregated and non-exempt portions were released.

I declare under penalty of perjury that the matters and facts set forth in this declaration fall within my official purview and, based upon my personal knowledge, information, and belief, are correct and true.

Signed this 22<sup>nd</sup> day of December, 2015 in Washington, D.C.



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Fernando Pineiro Jr., Deputy FOIA Officer  
Freedom of Information Act Office  
U.S. Department of Homeland Security  
U.S. Immigration and Customs Enforcement

**Detention Watch Network, et. al. v. ICE, et. al.**, No. 14-cv-0583 (S.D.N.Y.)  
 U.S. Immigration and Customs Enforcement (“ICE”) *Revised Vaughn Index*<sup>1</sup>

| Contract No. | Bates Range  | Document Title  | Withholding: Full/Partial | Document Description and Applicable Exemptions  |
|--------------|--|---|---------------------------|---|
| 1.           | ICE<br>2014FOIA03585.003209<br>through ICE<br>2014FOIA03585.003215 | Amendment of Solicitation/Modification of Contract (GEO Group Inc.) | Partial                   | <p>This document consists of a seven (7) page contract-modification document dated September 28, 2011. The contract was intended to provide funding for transportation and detention bed days for ICE detainees through February 28, 2013, at the Broward Transitional Center in Pompano Beach, Florida, a private detention facility operated by GEO Group Inc. (“GEO”).</p> <p>FOIA Exemption (b)(4)<sup>2</sup> is asserted to withhold item No. 3001, found on page ICE 2014FOIA03585.0032010, which contains the specific per-detainee bed-day rate GEO charged ICE under the contract.</p> <p>FOIA Exemption (b)(4) is also asserted to withhold the quantity and unit price information to be paid under the contract, found on page ICE 2014FOIA03585.003211. Given that ICE has disclosed the total amount to be paid under the contract, disclosure of the quantity and unit price fields contained in items 3002 and 3003 could be used to determine the specific bed-day rate that the GEO charged ICE under the contract. The bed-day rate represents the per-detainee cost that ICE uses when comparing private contractors’ bids. Release of this information is likely to cause substantial harm to the company’s competitive position by, inter alia, allowing the company’s competitors to identify the company’s terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor’s information in the future in underbidding the current contract.</p> |

<sup>1</sup> As indicated by the Parties’ Joint Pre-Motion Letter to the Court dated October 30, 2015 [Docket Entry No. 66], Plaintiff is only challenging certain redactions in the documents listed in this Vaughn Index, namely, redactions made pursuant to FOIA Exemption 4, 5 U.S.C. § 552 (b)(4), of unit prices (bed day rates), including those that vary with detainee population (sometimes referred to as “tiered pricing”), and staffing plans. Therefore, this Index addresses only the FOIA redactions that fall within these two categories of information. As noted below (see footnote 3), ICE has corrected the redactions on one of the contract documents to redact information from which the contract’s bed day rate could be calculated. Additionally, ICE is now also asserting FOIA Exemption 7(E), 5 U.S.C. § 552 (b)(7)(E), to withhold staffing plan information.

<sup>2</sup> FOIA Exemption (b)(4), 5 U.S.C. § 552 (b)(4), protects submitters who provide commercial or financial information to the government. The exemption protects trade secrets and information that is: (1) commercial or financial; (2) obtained from a person; (3) and privileged or confidential. Commercial or financial information is deemed to be confidential if it would: (1) harm the government’s ability to obtain the necessary information in the future; or (2) cause a substantial harm to the competitive position of the person from whom the information was obtained.

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| 2. | ICE<br>2014FOIA03585.015538<br>through ICE<br>2014FOIA03585.015540 | Amendment of<br>Solicitation/Modification of<br>Contract (Town of<br>Farmville)                  | Partial | <p>This document consists of a three (3) page contract-modification document dated November 4, 2011. This contract was intended to provide funds for detention bed/days for ICE detainees at the Farmville Detention Center owned by the Town of Farmville, Virginia, and operated by Immigration Centers of America, a private contractor.</p> <p>FOIA Exemption (b)(4) is asserted to withhold items 0023 and 0024, found on page ICE 2014FOIA03585.015539, which contain the number of detainee bed spaces, number of units, and unit price information to be paid by ICE under the contract. Given that ICE has disclosed the total amount to be paid under the contract, the disclosure of the number of beds, quantity or unit price fields could be used to determine the specific bed-day rate that the contractor charged ICE under the contract. The bed-day rate represents the per-detainee cost that ICE uses when comparing private contractors' bids. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's information in the future in underbidding the current contract.</p> |
| 3. | ICE<br>2014FOIA03585.006215<br>through ICE<br>2014FOIA03585.006219 | Amendment of<br>Solicitation/Modification of<br>Contract (Corrections<br>Corporation of America) | Partial | <p>This document consists of a five (5) page of contract-modification document dated June 30, 2011. This document was intended to provide additional funding for a contract for housing ICE detainees at the Otay Detention Facility in San Diego, California, which is operated by Corrections Corporation of America ("CCA"), a private contractor.</p> <p>FOIA Exemption (b)(4) is asserted to withhold contract line items 2001 and 2002, found on page ICE 2014FOIA03585.006216, which contain the number of months, amount paid to CCA per month, specific bed-day rate per detainee, and the number of units to be paid under the contract. Given that ICE has disclosed the annual estimated totals to be paid under the contract, disclosure of any of these multipliers could be used to determine the specific bed-day rate that CCA charged ICE under the contract.</p> <p>FOIA Exemption (b)(4) also is asserted to withhold contract line item 2001 (Detention Services) found on page ICE 2014FOIA03585.006217, which</p>  |

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|    |  |  |         | <p>contains the monthly detention fee that CCA charged ICE, as well as the number of months. Given that ICE has disclosed the estimated total to be paid under the contract, disclosure of any of these multipliers could be used to determine the specific bed-day rate that CCA charged ICE under the contract.</p> <p>Lastly, FOIA Exemption (b)(4) is also asserted to withhold item 2002 (Detention Management Services) found on page ICE 2014FOIA03585.006218, which contains the specific fixed bed-day rate charged by CCA, as well as the number of units and unit price information to be paid by ICE under the contract. Given that ICE has disclosed the total amount to be paid under the contract, disclosure of the number of beds, quantity or unit price fields could be used to determine the specific bed-day rate that the contractor charged ICE under the contract. The bed-day rate represents the per-detainee cost that ICE uses when comparing private contractors' bids. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's information in the future in underbidding the current contract.</p> |
| 4. | ICE<br>2014FOIA03585.006242<br>through ICE<br>2014FOIA03585.006250 | Amendment of<br>Solicitation/Modification of<br>Contract (Corrections<br>Corporation of America) | Partial | <p>This document consists of a nine (9) page contract-modification document dated June 20, 2012. This document was intended to update pricing information in a contract for housing ICE detainees at the Otay Detention Facility which is operated by CCA.</p> <p>FOIA Exemption (b)(4) is asserted to withhold contract line items 3001 and 3002 found on page ICE 2014FOIA03585.006243, which contain the number of months, amount paid to CCA per month, specific bed day rate per detainee, and number of units to be paid under the contract. Disclosure of any of these multipliers could be used to determine the specific bed-day rate that CCA charged ICE under the contract.</p> <p>FOIA Exemption (b)(4) is also asserted to withhold item 0002 (Detention Services) found on page ICE 2014FOIA03585.006245, which contains the specific number of detention beds, quantity of units, and specific bed-day</p>  |

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|  |  |  |  | <p>rate (unit price) charged by CCA. Given that ICE has disclosed the total amount to be paid under the contract, disclosure of the number of beds, quantity or unit price fields could be used to determine the specific bed-day rate that the contractor charged ICE under the contract.</p> <p>FOIA Exemption (b)(4) is also asserted to withhold the specific bed-day rate (unit price) found on page ICE 2014FOIA03585.006247, charged by CCA per detainee. The bed-day rate represents the per-detainee cost that ICE uses when comparing private contractors' bids. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's information in the future in underbidding the current contract.</p> <p>FOIA Exemption (b)(4) also is asserted to withhold the staffing plan that CCA attached to the contract, found on pages ICE 2014FOIA03585.006248-006250. The staffing plan discloses the specific number of employees and staff that the contractor proposes using to fulfill or carry out its obligations under the contract. The staffing plan reflects CCA's proprietary staffing models and represents a significant portion of the cost reflected in the unit prices. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's staffing plan information in the future in underbidding the current contract.</p> <p>Lastly, FOIA Exemption (b)(7)(E), 5 U.S.C. § 552(b)(7)(E), is also asserted to withhold the staffing plan that is attached to the contract, found on pages ICE 2014FOIA03585.006248-006250. The staffing plan discloses the specific number of employees and staff used by contractors that the contractor proposes using to fulfill or carry out its obligations under the</p> |
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|    |  |   |         | <p>contract.</p> <p>FOIA Exemption (b)(7)(E) exempts from release information that would disclose law enforcement techniques or procedures, the disclosure of which could reasonably be expected to risk circumvention of the law.</p> <p>Staffing plans that private contractors attach to a contract with ICE contain information that is not information known to the public. This is ICE law enforcement information because the information is used by ICE to ensure that ICE detention facilities are properly staffed to maintain facility security, ensuring that ICE detainees appear at immigration enforcement proceedings.. These staffing plans discuss how much personnel is used at an ICE detention facility, how much personnel are to be on duty at any given time, and the specific locations of personnel inside the detention facility, which constitute law enforcement techniques or procedures because it articulates or establishes the specific amount and allocation of personnel at an ICE detention facility. The public disclosure of this information would disclose sensitive law enforcement information regarding potential vulnerabilities at these detention facilities. Release of this information could be used by potential violators to develop countermeasures to evade security measures at the ICE detention facilities to escape or gain entry into such facilities, thus significantly compromising the security at these installation facilities and ICE’s overall mission to detain aliens illegally present in the United States.</p> |
| 5. | ICE<br>2014FOIA03585.018716<br>through ICE<br>2014FOIA03585.018722 | Amendment of<br>Solicitation/Modification of<br>Contract (Valley Metro-<br>Barbosa Group) | Partial | <p>This document consists of a seven (7) page contract-modification document dated March 11, 2011. This document was intended to amend an agreement for the Valley Metro-Barbosa Group (“Valley Metro”), a private contractor, to provide certain services related to the housing of ICE detainees at the U.S. Department of Homeland Security’s Buffalo Federal Detention Facility in Batavia, New York, in order to incorporate changes in personnel costs due to a collective bargaining agreement.</p> <p>FOIA Exemption (b)(4) is asserted to withhold the revised bed-day rate charged by Valley Metro found on page ICE 2014FOIA03585.018717, as well as other information (number of beds) which could be used to determine the bed-day rate.<sup>3</sup> The bed-day rate represents the per-detainee</p>   |

<sup>3</sup> The ICE FOIA Office reprocessed page ICE 2014FOIA03585.018717 of Contract No. 5 (Valley Metro contract) to redact information (number of beds) that could be used to calculate the bed-day rate, as well as Valley Metro’s initial bed-day rate.

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|----|--|--|----------------|---|
|    |  |  |                | <p>cost that ICE uses when comparing private contractors' bids. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's information in the future in underbidding the current contract.</p>  |
| 6. | <p>ICE<br/>2014FOIA03585.017352<br/>through ICE<br/>2014FOIA03585.017354</p> | <p>Amendment of<br/>Solicitation/Modification of<br/>Contract (Asset Protection<br/>Security Services, LP)</p> | <p>Partial</p> | <p>This document consists of a three (3) page contract-modification document dated June 1, 2009. This document was intended to modify the contract between Asset Protection Security Services, LP ("Asset Protection") and ICE for providing certain services related to the housing of ICE detainees at ICE's Florence Detention Center in Phoenix, Arizona, to incorporate adjustments in personnel costs due to U.S. Department of Labor wage increases.</p> <p>FOIA Exemption (b)(4) is asserted to withhold the specific changes to the bed-day rate (Line items 1001A and 2001A) found on page ICE 2014FOIA03585.017353 charged by Asset Protection due to the wage adjustments. Disclosure of this information would reveal the specific unit pricing charged by Asset Protection under the contract.</p> <p>FOIA Exemption (b)(4) is also asserted to withhold the specific changes in the bed-day rate (line items 3001A and 4001A) found on page ICE 2014FOIA03585.017354 charged by Asset Protection due to the wage adjustments. Disclosure of this information would reveal the specific unit pricing charged by Asset Protection under the contract. The bed-day rate represents the per-detainee cost that ICE uses when comparing private contractors' bids. Release of this information is likely to cause substantial harm to the company's competitive position by, inter alia, allowing the company's competitors to identify the company's terms and conditions of its contract with the government. Detention facility contracts are subject to intense competition among private contractors, and these contractors compete on these contracts largely based on price where very small margins separate winning and losing bids. Such information could, in turn, enable competitors to utilize the contractor's information in the future in underbidding the current contract.</p> |

|   |                                 |   |                                |
|---|---------------------------------|---|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                 | 1. CONTRACT ID CODE   | PAGE OF PAGES<br>1   4         |
| 2. AMENDMENT/MODIFICATION NO.<br>P00002   | 3. EFFECTIVE DATE<br>07/01/2012 | 4. REQUISITION/PURCHASE REQ. NO.<br>See Schedule  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>ICE/Detent Mngt/Detent Contract-LAG<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>24000 Avila Road, Room 3104<br>Laguna Niguel CA 92677 | CODE<br>ICE/DM/DC-LAGUNA        | 7. ADMINISTERED BY (If other than Item 6)<br>ICE/Detent Mngt/Detent Contract-LAG<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>24000 Avila Road, Room 3104<br>Attn: (b)(6), (b)(7)(c) 949-360-(b)(6), (b)(7)(c)<br>Laguna Niguel CA 92677 | CODE<br>ICE/DM/DC-LAGUNA       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)<br>CORRECTIONS CORPORATION OF AMERICA<br>10 BURTON HILLS BLVD<br>NASHVILLE TN 372156105                      |                                 | (x) 9A. AMENDMENT OF SOLICITATION NO.   |                                |
| CODE 1597341510000 FACILITY CODE  |                                 | 9B. DATED (SEE ITEM 11)   |                                |
|   |                                 | x 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>ODT-5-C-0003<br>HSCEDM-12-F-00048  |                                |
|   |                                 | 10B. DATED (SEE ITEM 13)<br>06/20/2012  |                                |

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) Net Increase: \$2,803,456.97  
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)<br>Unilateral Modification IAW FAR 43.103(b) Price Change per Contract, & FAR 32.703 Funding  |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 159734151

FINANCE POC: (b)(6), (b)(7)(c) 619-550-(b)(6), (b)(7)(c) (b)(6), (b)(7)(c) @ice.dhs.gov

COR: (b)(6), (b)(7)(c) 619-710-(b)(6), (b)(7)(c) (b)(6), (b)(7)(c) @ice.dhs.gov

Detention & Transportation and Food Services at Otay Mesa CDF.

The purpose of this modification is to:

- a) Update pricing that was implemented on Contract ODT-5-C-0003, Mod 0050 with an effective date of 7/1/12 as follows:

Continued ...

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

|   |                  |  |                             |
|---|------------------|--|-----------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) |                             |
| 15B. CONTRACTOR/OFFEROR                       | 15C. DATE SIGNED | (b)(6), (b)(7)(c)  | 16C. DATE SIGNED<br>8/24/12 |
| (Signature of person authorized to sign)      |                  |  |                             |

|                    |   |      |    |
|--------------------|---|------|----|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|                    | ODT-5-C-0003/HSCEDM-12-F-00048/P00002     | 2    | 4  |

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONS CORPORATION OF AMERICA

| ITEM NO<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|----------------|---|-----------------|-------------|-------------------|---------------|
|                | <p>- CLIN 0001 Increased from \$2,423,707.73 per month to \$2,424,840.81 which is an increase of \$1,133.08 per month.</p> <p>- CLIN 0003 Increased from (b)(4) per hour to (b)(4) which is an increase of \$0.12 per hour.<br/>And,</p> <p>b) To implement the new Contract Staffing Pattern.</p> <p>ODT-5-C-0003, Mod 0050 is attached to this modification which directs the price change and the new Staffing Pattern. And,</p> <p>c) Add funds in the amount of \$2,803,456.97 to CLIN 0001, 0002 &amp; 0003.</p> <p>- CLIN 0001, Funded (b)(4) Funded (b)(4) for (b)(4) month, plus funded (b)(4) X (b)(4) = \$3,399.24. (b)(4) months were funded at the old price of (b)(4) per month. New price is (b)(4) per month which is an increase of \$1,133.08 per month.</p> <p>- CLIN 0002, Funded (b)(4) X (b)(4) = \$375,870.00</p> <p>- CLIN 0003, Funded (b)(4) X (b)(4) = \$480.00. (b)(4) Hours were funded at the old price of (b)(4). New price is (b)(4) which is an increase of \$0.12 per hour.</p> <p>It is estimated that the funds obligated will cover the period through 9/30/12. However, any balance remaining passed 9/30/12 is available for payment of services rendered through the end of this Task Order.</p> <p>CLIN<br/>If fully funded the performance period will be 7/1/12 - 6/30/13 and the annual estimated amounts is \$33,090,709.72:</p> <p>- CLIN 3001 1-600 BD, (b)(4) MO X (b)(4) = \$29,098,089.72</p> <p>- CLIN 3002 601+ BD, (b)(4) BD X (b)(4) DA is \$3,508,120.00</p> <p>- CLIN 3003 Off-site Guard Svcs X (b)(4) HR X (b)(4) HRS, \$417,900.00</p> <p>- CLIN 3004 Mileage. (b)(4) per Mile X (b)(4) Miles is \$66,600.00</p> <p>Exempt Action: Y<br/>Continued ...</p> |                 |             |                   |               |

|                           |   |      |    |
|---------------------------|---|------|----|
| <b>CONTINUATION SHEET</b> | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|                           | ODT-5-C-0003/HSCEDM-12-F-00048/P00002     | 3    | 4  |

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONS CORPORATION OF AMERICA

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>LIST OF CHANGES:<br/>Reason for Modification : Change Order<br/>Total Amount for this Modification: \$2,803,456.97<br/>New Total Amount for this Version: \$8,546,590.43<br/>New Total Amount for this Award: \$8,560,659.68<br/>Obligated Amount for this Modification:<br/>\$2,803,456.97<br/>New Total Obligated Amount for this Award:<br/>\$8,560,659.68</p> <p>CHANGES FOR LINE ITEM NUMBER: 1<br/>Total Amount changed from \$4,847,415.46 to<br/>\$7,274,522.43<br/>Obligated Amount for this modification:<br/>\$2,427,106.97</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>(b)(7)(e)<br/>Amount: \$3,399.24</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>(b)(7)(e)<br/>Amount: \$2,423,707.73</p> <p>CHANGES FOR LINE ITEM NUMBER: 2<br/>Quantity changed from (b)(4) to (b)(4)<br/>Total Amount changed from \$776,798.00 to<br/>\$1,152,668.00<br/>Obligated Amount for this modification:<br/>\$375,870.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>(b)(7)(e)<br/>Quantity: (b)(4)<br/>Amount: \$375,870.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 3<br/>Total Amount changed from \$118,920.00 to<br/>\$119,400.00<br/>Obligated Amount for this modification: \$480.00</p> <p>NEW ACCOUNTING CODE ADDED:<br/>Account code:<br/>(b)(7)(e)<br/>Continued ...</p> |                 |             |                   |               |

|                           |   |      |    |
|---------------------------|---|------|----|
| <b>CONTINUATION SHEET</b> | REFERENCE NO. OF DOCUMENT BEING CONTINUED | PAGE | OF |
|                           | ODT-5-C-0003/HSCEDM-12-F-00048/P00002     | 4    | 4  |

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONS CORPORATION OF AMERICA

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | (b)(7)(e)<br>Amount: \$480.00<br>Discount Terms:<br>Net 30<br>FOB: Destination<br>Period of Performance: 07/01/2012 to 06/30/2013<br>Change Item 0001 to read as follows (amount shown is the obligated amount):<br>0001 Detention Services: Monthly flat rate for 1 - 600 Detention Beds.<br>Funded (b)(4) for (b)(4) month + (b)(4) = \$2,427,107.00<br>(b)(4) X (b)(4) = \$3,399.24. (b)(4) months were funded at the old price of (b)(4) per month. New price is (b)(4) per month which is an increase of \$1133.08 per month.<br>Requisition No: 192112FSDCCA00094, 192112FSDCCA00094.2, 192112FSDCCA00094.3, 192112FSDCCA00094.4<br>Change Item 0002 to read as follows (amount shown is the obligated amount):<br>0002 Detention Services: (b)(4) + Detention Beds.<br>Requisition No: 192112FSDCCA00094, 192112FSDCCA00094.2, 192112FSDCCA00094.4<br>Change Item 0003 to read as follows (amount shown is the obligated amount):<br>0003 OFF-SITE GUARD SERVICES<br>Funded (b)(4) X (b)(4) = \$480.00.<br>(b)(4) Hours were funded at the old price of (b)(4). New price is (b)(4) which is an increase of \$0.12 per hour.<br>Requisition No: 192112FSDCCA00094, 192112FSDCCA00094.1, 192112FSDCCA00094.3 |                 |             |                   | 2,427,106.97  |
|                 |  | (b)(4)          | EA          | (b)(4)            | 375,870.00    |
|                 |  |                 |             |                   | 480.00        |

|   |   |   |                                       |
|---|---|---|---------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |   | 1. CONTRACT ID CODE<br>Olay Mesa                            | PAGE OF PAGES<br>1   5                |
| 2. AMENDMENT/MODIFICATION NO.<br>0050   | 3. EFFECTIVE DATE<br>07/01/2012           | 4. REQUISITION/PURCHASE REQ. NO.<br>N/A                     | 5. PROJECT NO. (If applicable)<br>N/A |
| 6. ISSUED BY<br>U.S. Department of Justice<br>Office of the Federal Detention Trustee<br>4601 North Fairfax Drive, Suite 910<br>Arlington, VA 22203                   | 7. ADMINISTERED BY (If other than Item 6) | CODE  |                                       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>Corrections Corporation of America<br>10 Burton Hills Boulevard<br>Nashville, TN 37215 |   | (X) 9A. AMENDMENT OF SOLICITATION NO.                       |                                       |
|   |   | <input type="checkbox"/> 9B. DATED (SEE ITEM 13)            |                                       |
|   |   | (X) 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>ODT-5-C-0003 |                                       |
|   |   | 10B. DATED (SEE ITEM 13)<br>07/01/2005                      |                                       |
| CODE  | 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**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.  |
| <input type="checkbox"/>            |   |
| <input type="checkbox"/>            | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input type="checkbox"/>            | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF   |
| <input checked="" type="checkbox"/> | D. OTHER (Specify type of modification and authority)<br>Mutual Agreement of Parties  |

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)

Contract Number ODT-5-C-0003, Olay Mesa, California for detention services is hereby modified to incorporate the attached "CONTRACT STAFFING PATTERN" also incorporate new "PRICING SCHEDULE" due to incorporation of wage determination no. 2005-2057, revision no. 12, dated 06/13/2011.

\*\*\*All other terms and conditions remain unchanged\*\*\*

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

|                   |   |
|-------------------|---|
| (b)(6), (b)(7)(c) | 18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Vice President, Partnership Development<br>(b)(6), (b)(7)(c)<br>Supervisory Contract Specialist |
| (b)(6), (b)(7)(c) | 15C. DATE SIGNED<br>8/15/11   |
| (b)(6), (b)(7)(c) | 18C. DATE SIGNED<br>15 Aug. 12  |

NSN 7540-01-102-8070  
Previous edition unusable

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

| <b>Designated USMS Population</b>  |   |  |  |
|--|---|--|--|
| <b>Performance Period</b>  | <b>Fixed Monthly Payment (b) (4), (b) (7) (e) Detainees</b> | <b>Unit Price (b) (4), (b) (7) (e) Detainees and Above</b> | <b>Offsite Guard Services Hourly Rate*</b> |
| 07/01/2012 to 6/30/2013  | (b)(4), (b)(7)e   | (b)(4), (b)(7)e  | (b)(4), (b)(7)e                            |
| 07/01/2013 to 6/30/2014  | (b)(4), (b)(7)e   | (b)(4), (b)(7)e  | (b)(4), (b)(7)e                            |
| * Rate based on Service Contract Act Wage Determination for Detention Officer. |   |  |  |

| <b>Designated ICE Population</b>   |   |  |  |
|--|---|--|--|
| <b>Performance Period</b>  | <b>Fixed Monthly Payment (b) (4), (b) (7) (e) Detainees</b> | <b>Unit Price (b) (4), (b) (7) (e) Detainees and Above</b> | <b>Offsite Guard Services Hourly Rate*</b> |
| 07/01/2012 to 6/30/2013  | (b)(4), (b)(7)e   | (b)(4), (b)(7)e  | (b)(4), (b)(7)e                            |
| 07/01/2013 to 6/30/2014  | (b)(4), (b)(7)e   | (b)(4), (b)(7)e  | (b)(4), (b)(7)e                            |
| * Rate based on Service Contract Act Wage Determination for Detention Officer. |   |  |  |

**SAN DIEGO COUNTY DETENTION FACILITY**  
**San Diego, California**  
**1,000 Beds (675 ICE / 325 USMS)**

**CONTRACT STAFFING PATTERN**

| <b>STAFF DEPLOYMENT BY SHIFT &amp; POSITION</b> |                 |  |
|---|-----------------|--|
| MANAGEMENT/SUPPORT                              | (b)(4), (b)(7)e |  |
| SECURITY/OPERATIONS                             |                 |  |
| UNIT MANAGEMENT                                 |                 |  |
| MAINTENANCE                                     |                 |  |
| SERVICES  |                 |  |
| PROGRAMS  |                 |  |
| HEALTH SERVICES                                 |                 | <i>(Contracted by ICE - Public Health Service)</i> |
| <b>TOTAL</b>                                    |                 |  |

|   | 1ST<br>SHIFT | 2ND<br>SHIFT | 3RD<br>SHIFT | DAYS<br>COVERED | RELIEF<br>FACTOR | TOTAL<br>STAFF |
|---|--------------|--------------|--------------|-----------------|------------------|----------------|
| <b>MANAGEMENT/SUPPORT</b>               |              |              |              |                 |                  |                |
| Warden                                  |              |              |              |                 |                  |                |
| Assistant Warden                        |              |              |              |                 |                  |                |
| Training Manager                        |              |              |              |                 |                  |                |
| Business Manager                        |              |              |              |                 |                  |                |
| Bookkeeper (Accounting Clerk III)       |              |              |              |                 |                  |                |
| Accounting Clerk II                     |              |              |              |                 |                  |                |
| Manager, Human Resources                |              |              |              |                 |                  |                |
| Human Resource Assistant                |              |              |              |                 |                  |                |
| Manager, Quality Assurance              |              |              |              |                 |                  |                |
| Safety Manager                          |              |              |              |                 |                  |                |
| Investigator                            |              |              |              |                 |                  |                |
| Mailroom Supervisor (General Clerk III) |              |              |              |                 |                  |                |
| Secretary II                            |              |              |              |                 |                  |                |
| Administrative Clerk                    |              |              |              |                 |                  |                |
| ** ARNP/PA (Employee Screens)           |              |              |              |                 |                  |                |
| <b>TOTAL</b>                            |              |              |              |                 |                  |                |

|                                     | 1ST<br>SHIFT | 2ND<br>SHIFT | 3RD<br>SHIFT | DAYS<br>COVERED | RELIEF<br>FACTOR | TOTAL<br>STAFF |
|-------------------------------------|--------------|--------------|--------------|-----------------|------------------|----------------|
| <b>SECURITY/OPERATIONS</b>          |              |              |              |                 |                  |                |
| Chief of Security                   |              |              |              |                 |                  |                |
| Assistant Chief of Security         |              |              |              |                 |                  |                |
| Shift Supervisor                    |              |              |              |                 |                  |                |
| Assistant Shift Supervisor          |              |              |              |                 |                  |                |
| SDO - DHO                           |              |              |              |                 |                  |                |
| SDO - Armory/Key Control Officer    |              |              |              |                 |                  |                |
| SDO - Transportation                |              |              |              |                 |                  |                |
| SDO - STG                           |              |              |              |                 |                  |                |
| SDO - Intake/Release Officer        |              |              |              |                 |                  |                |
| Correctional Counselor - Court      |              |              |              |                 |                  |                |
| Correctional Counselor - Medical    |              |              |              |                 |                  |                |
| * Intake/Release Officer            |              |              |              |                 |                  |                |
| * Visitation Officer                |              |              |              |                 |                  |                |
| * Visitation Officer (Attorney)     |              |              |              |                 |                  |                |
| * Transportation Officer            |              |              |              |                 |                  |                |
| * Transportation Officer (Weekends) |              |              |              |                 |                  |                |
| * Transportation (USMS)             |              |              |              |                 |                  |                |
| * Perimeter Patrol Officer          |              |              |              |                 |                  |                |
| * Central Control Officer           |              |              |              |                 |                  |                |

**SAN DIEGO COUNTY DETENTION FACILITY**  
**San Diego, California**  
**1,000 Beds (675 ICE / 325 USMS)**

**CONTRACT STAFFING PATTERN**

|                                   | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF | TOTAL           |
|-----------------------------------|-------|-------|-------|---------|--------|-----------------|
| SECURITY/OPERATIONS               | SHIFT | SHIFT | SHIFT | COVERED | FACTOR | STAFF           |
| * Recreation Officer              |       |       |       |         |        |                 |
| * Medical Unit Officer            |       |       |       |         |        |                 |
| Correctional Counselor - Medical  |       |       |       |         |        |                 |
| * Medical Escort Officer          |       |       |       |         |        |                 |
| * Utility/Search & Escort Officer |       |       |       |         |        |                 |
| * Kitchen Officer                 |       |       |       |         |        |                 |
| * Court Officer                   |       |       |       |         |        |                 |
| * Front Entrance Officer          |       |       |       |         |        |                 |
| * Inside Work Detail Officer      |       |       |       |         |        | (b)(4), (b)(7)e |
| * Outside Work Detail Officer     |       |       |       |         |        |                 |
| * Vehicle Sallyport Officer       |       |       |       |         |        |                 |
| * Laundry Officer                 |       |       |       |         |        |                 |
| * Asylum Officer                  |       |       |       |         |        |                 |
| * Video Teleconference Officer    |       |       |       |         |        |                 |
| Administrative Clerk (Count)      |       |       |       |         |        |                 |
| <b>TOTAL</b>                      |       |       |       |         |        |                 |

|  | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF | TOTAL           |
|--|-------|-------|-------|---------|--------|-----------------|
| UNIT MANAGEMENT                                  | SHIFT | SHIFT | SHIFT | COVERED | FACTOR | STAFF           |
| Chief of Unit Management                         |       |       |       |         |        |                 |
| Records Supervisor                               |       |       |       |         |        |                 |
| Records Clerk                                    |       |       |       |         |        |                 |
| <b>UNIT MANAGEMENT #1</b>                        |       |       |       |         |        |                 |
| Unit Manager                                     |       |       |       |         |        |                 |
| Case Manager                                     |       |       |       |         |        |                 |
| Unit B (b)(4), (b)(7)e Cellblock (USMS)          |       |       |       |         |        |                 |
| Correctional Counselor                           |       |       |       |         |        |                 |
| * Pod Control Officer                            |       |       |       |         |        |                 |
| * Housing Officer                                |       |       |       |         |        |                 |
| Unit C (b)(4), (b)(7)e Cellblock (ICE)           |       |       |       |         |        |                 |
| Correctional Counselor                           |       |       |       |         |        | (b)(4), (b)(7)e |
| * Pod Control Officer                            |       |       |       |         |        |                 |
| * Housing Officer                                |       |       |       |         |        |                 |
| <b>UNIT MANAGEMENT #2</b>                        |       |       |       |         |        |                 |
| Unit Manager                                     |       |       |       |         |        |                 |
| Case Manager                                     |       |       |       |         |        |                 |
| Unit D (b)(4), (b)(7)e Cellblock (ICE)           |       |       |       |         |        |                 |
| Correctional Counselor                           |       |       |       |         |        |                 |
| * Pod Control Officer                            |       |       |       |         |        |                 |
| * Housing Officer                                |       |       |       |         |        |                 |
| <b>UNIT MANAGEMENT #3</b>                        |       |       |       |         |        |                 |
| Unit Manager                                     |       |       |       |         |        |                 |
| Case Manager                                     |       |       |       |         |        |                 |
| Unit A (b)(4), (b)(7)e Cellblock (b)(4), (b)(7)e |       |       |       |         |        |                 |
| Correctional Counselor                           |       |       |       |         |        |                 |
| * Pod Control Officer                            |       |       |       |         |        | (b)(4), (b)(7)e |
| * Housing Officer                                |       |       |       |         |        |                 |

**SAN DIEGO COUNTY DETENTION FACILITY**  
**San Diego, California**  
**1,000 Beds (675 ICE / 325 USMS)**

**CONTRACT STAFFING PATTERN**

|  | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF          | TOTAL |
|--|-------|-------|-------|---------|-----------------|-------|
|  | SHIFT | SHIFT | SHIFT | COVERED | FACTOR          | STAFF |
| <b>UNIT MANAGEMENT</b>                     |       |       |       |         |                 |       |
| Unit K (b)(4), (b)(7)e Cellblock (Females) |       |       |       |         |                 |       |
| Correctional Counselor                     |       |       |       |         | (b)(4), (b)(7)e |       |
| * Pod Control Officer                      |       |       |       |         |                 |       |
| * Housing Officer                          |       |       |       |         |                 |       |
| Unit F - Medical Psych - (b)(4), (b)(7)e   |       |       |       |         |                 |       |
| Medical Segregation - (b)(4), (b)(7)e      |       |       |       |         |                 |       |
| * Housing Officer                          |       |       |       |         |                 |       |
| * Pod Control Officer - Segregation        |       |       |       |         | (b)(4), (b)(7)e |       |
| * Housing Officer - Segregation            |       |       |       |         |                 |       |
| <b>TOTAL</b>                               |       |       |       |         |                 |       |

|                        | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF          | TOTAL |
|------------------------|-------|-------|-------|---------|-----------------|-------|
|                        | SHIFT | SHIFT | SHIFT | COVERED | FACTOR          | STAFF |
| <b>MAINTENANCE</b>     |       |       |       |         |                 |       |
| Maintenance Supervisor |       |       |       |         |                 |       |
| Maintenance Worker     |       |       |       |         | (b)(4), (b)(7)e |       |
| Administrative Clerk   |       |       |       |         |                 |       |
| <b>TOTAL</b>           |       |       |       |         |                 |       |

|                                   | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF          | TOTAL |
|-----------------------------------|-------|-------|-------|---------|-----------------|-------|
|                                   | SHIFT | SHIFT | SHIFT | COVERED | FACTOR          | STAFF |
| <b>SERVICES</b>                   |       |       |       |         |                 |       |
| Warehouse / Commissary Manager    |       |       |       |         |                 |       |
| Warehouse/Commissary Worker ***   |       |       |       |         |                 |       |
| Laundry Supervisor                |       |       |       |         |                 |       |
| ** Food Service Manager           |       |       |       |         | (b)(4), (b)(7)e |       |
| ** Assistant Food Service Manager |       |       |       |         |                 |       |
| ** Food Service Supervisor        |       |       |       |         |                 |       |
| <b>TOTAL</b>                      |       |       |       |         |                 |       |

|                        | 1ST   | 2ND   | 3RD   | DAYS    | RELIEF          | TOTAL |
|------------------------|-------|-------|-------|---------|-----------------|-------|
|                        | SHIFT | SHIFT | SHIFT | COVERED | FACTOR          | STAFF |
| <b>PROGRAMS</b>        |       |       |       |         |                 |       |
| Recreation Supervisor  |       |       |       |         |                 |       |
| Recreation Coordinator |       |       |       |         |                 |       |
| Library Aide           |       |       |       |         |                 |       |
| Chaplain               |       |       |       |         | (b)(4), (b)(7)e |       |
| Administrative Clerk   |       |       |       |         |                 |       |
| ** Contract Attorney   |       |       |       |         |                 |       |
| <b>TOTAL</b>           |       |       |       |         |                 |       |

\*Post positions included in the Detention Officer job classification. Non-posts, may be vacated for breaks. Additionally, the housing officer post(s) may be vacated in order to relieve the pod control posts.

\*\*Positions hired on a contractual or fee basis for services rendered.

\*\*\*Salary and benefits reimbursed from commissary profits.

SANDIEGO1000-CONTRACT-07/06/11

|   |                                    |  |                                |
|---|------------------------------------|--|--------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 52          |
| 2. AMENDMENT/MODIFICATION NO.<br>P00038   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ NO.  | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY<br>ICE/Detent Mngt/Detent Contracts-DC<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>801 I Street NW, Suite 930<br>Washington DC 20536 | CODE<br>ICE/DM/DC-DC               | 7. ADMINISTERED BY (If other than Item 6)<br>ICE/Detent Mngt/Detent Contracts-DC<br>Immigration and Customs Enforcement<br>Office of Acquisition Management<br>801 I Street NW, Suite 930<br>Washington DC 20536 | CODE<br>ICE/DM/DC-DC           |
| 8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)<br>VALLEY METRO-BARABOSA GROUP JV<br>12513 BAILBOND DRIVE<br>EDINBERG TX 78542-2811                      |                                    | 9A. AMENDMENT OF SOLICITATION NO.<br>(x)   |                                |
| CODE 8297512260000  |                                    | 9B. DATED (SEE ITEM 11)  |                                |
| FACILITY CODE   |                                    | X 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>HSCEDM-09-D-00005   |                                |
|   |                                    | 10B. DATED (SEE ITEM 13)<br>03/11/2009   |                                |

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:  |
|           | D. OTHER (Specify type of modification and authority)   |
| X         | FAR 52.217-9 Option to Extend the Term of the Contract  |

**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: 829751226  
 COR: (b)(6), (b)(7)(c) (716) 843- (b)(6), (b)(7)(c)  
 Contracting Officer: (b)(6), (b)(7)(c) (202) 732- (b)(6), (b)(7)(c)  
 Contract Specialist: (b)(6), (b)(7)(c) (202) 732- (b)(6), (b)(7)(c)

The purpose of this modification is the following:

- 1) Incorporate the Collective Bargaining Agreement between Valley Metro Barbosa Group and Service Employees International Union Local 200 United (WD # 2013-0189, Rev. 1, dated 11/13/2013). Effective the first full pay period after December 1, 2013, bargaining unit employees shall receive \$6.03 for fringe benefits. Fringe Benefits are a part of the bed Continued ...

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

|   |                                       |   |                              |
|---|---------------------------------------|---|------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print)<br>(b)(6), (b)(7)(c) Managing Partner | 15C. DATE SIGNED<br>November 26, 2013 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>(b)(6), (b)(7)(c) | 16C. DATE SIGNED<br>11/27/13 |
|---|---------------------------------------|---|------------------------------|

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NAME OF OFFEROR OR CONTRACTOR  
 VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 4002            | <p>day rate.</p> <p>2) Adjust the Option Year Four bed day rate for CLIN 4002 as a result of the new Collective Bargaining Agreement. The bed day rate is changed as follows:<br/>                     From: (b)(4)<br/>                     By:<br/>                     To: (b)(4)</p> <p>3) Exercise Option Period Four for the period of December 1, 2013 through September 30, 2014.</p> <p>There is no funding associated with this modification. Funding shall be provided for Option Period Four on the new FY14 Task Order.</p> <p>Attachment 1: WD # 2013-0189, Rev. 1, dated 11/13/2013 (45 pages)<br/>                     Exempt Action: Y<br/>                     Period of Performance: 10/19/2009 to 09/30/2014</p> <p>Change Item 4002 to read as follows (amount shown is the total amount):</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements GUARANTEED MINIMUM - (b)(4) BEDS<br/>                     (b)(4) \$68,628.00 per day</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal)<br/>                     Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 30 Days After Award<br/>                     Delivery Location Code: ICE/ERO<br/>                     ICE Enforcement &amp; Removal<br/>                     Immigration and Customs Enforcement<br/>                     801 I Street, NW<br/>                     Suite 900<br/>                     Washington DC 20536</p> <p>Change Item 4003 to read as follows (amount shown is the total amount):<br/>                     Continued ...</p> |                 |             |                   | 25,049,220.00 |

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NAME OF OFFEROR OR CONTRACTOR  
 VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 4003            | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (&gt;400)</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal)</p> <p>Rate = (b)(4) per detainee per day<br/>                     Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>                     DEPT OF HOMELAND SECURITY<br/>                     BUFFALO FEDERAL DETENTION FACILITY<br/>                     4250 Federal Drive<br/>                     Batavia NY 14020</p> <p>Change Item 4004 to read as follows (amount shown is the total amount):</p> |                 | EA          | (b)(4)            |               |
| 4004            | <p>TRANSPORTATION ( in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is (b)(4) per mile in accordance with P00003.</p> <p>Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>                     DEPT OF HOMELAND SECURITY<br/>                     BUFFALO FEDERAL DETENTION FACILITY<br/>                     4250 Federal Drive<br/>                     Batavia NY 14020</p> <p>Change Item 4005 to read as follows (amount shown is the total amount):</p>   |                 | EA          | (b)(4)            |               |
| 4005            | <p>DELIVERABLES ( in accordance with Statement of Objectives and Performance Work Statement)<br/>                     (Not Separately Priced)<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD<br/>                     Continued ...</p>  |                 | EA          |                   | 0.00          |

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NAME OF OFFEROR OR CONTRACTOR  
 VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 4006            | <p>Delivery Location Code: BAT<br/>                     DEPT OF HOMELAND SECURITY<br/>                     BUFFALO FEDERAL DETENTION FACILITY<br/>                     4250 Federal Drive<br/>                     Batavia NY 14020<br/>                     Amount: \$0.00</p> <p>Change Item 4006 to read as follows (amount shown is the total amount):</p> <p>Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is 5.1% applied to approved Lodging &amp; M&amp;IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at <a href="http://www.gsa.gov">www.gsa.gov</a>.</p> <p>The Not to Exceed Amount for CLIN 4006 is \$106,100.00<br/>                     Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>                     Continued ...</p> |                 |             |                   | 0.00          |

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NAME OF OFFEROR OR CONTRACTOR  
VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 4007            | <p>DEPT OF HOMELAND SECURITY<br/>BUFFALO FEDERAL DETENTION FACILITY<br/>4250 Federal Drive<br/>Batavia NY 14020<br/>Amount: \$0.00</p> <p>Change Item 4007 to read as follows (amount shown is the total amount):</p> <p>The contractor shall provide on-demand stationary guard services as required by the COR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>Guard rate = (b)(4) per hour<br/>Obligated Amount: \$0.00<br/>Product/Service Code: S206<br/>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>DEPT OF HOMELAND SECURITY<br/>BUFFALO FEDERAL DETENTION FACILITY<br/>4250 Federal Drive<br/>Batavia NY 14020</p>  |                 | EA          | (b)(4)            |               |
| 4008            | <p>Change Item 4008 to read as follows (amount shown is the total amount):</p> <p>Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is 6.1% applied to approved Lodging &amp; M&amp;IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be Continued ...</p> |                 |             |                   | 0.00          |

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NAME OF OFFEROR OR CONTRACTOR  
 VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 4009            | <p>reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>Not to Exceed = [REDACTED] (b)(4)<br/>                     Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>                     DEPT OF HOMELAND SECURITY<br/>                     BUFFALO FEDERAL DETENTION FACILITY<br/>                     4250 Federal Drive<br/>                     Batavia NY 14020<br/>                     Amount: \$0.00</p> <p>Change Item 4009 to read as follows (amount shown is the total amount):</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans.</p> <p>Unit Price = [REDACTED] (b)(4)<br/>                     Obligated Amount: \$0.00<br/>                     Product/Service Code: S206<br/>                     Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery Location Code: BAT<br/>                     DEPT OF HOMELAND SECURITY<br/>                     BUFFALO FEDERAL DETENTION FACILITY<br/>                     4250 Federal Drive<br/>                     Batavia NY 14020</p> <p>Change Item 4013 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p> |                 | EA          | [REDACTED] (b)(4) |               |

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NAME OF OFFEROR OR CONTRACTOR  
 VALLEY METRO-BARABOSA GROUP JV

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)  | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 4013            | Reimbursement of Contractor Auto Insurance while operating the Government Vehicle.<br>Product/Service Code: S206<br>Product/Service Description: HOUSEKEEPING- GUARD  |                 |             |                   | 0.00          |
|                 | Change Item 4014 to read as follows (amount shown is the total amount):   |                 |             |                   |               |
| 4014            | Detainee Pay<br><br>Rate = \$1 per detainee per day<br>Product/Service Code: S206<br>Product/Service Description: HOUSEKEEPING- GUARD<br>All other terms and conditions of HSCEDM-09-D-00005 remain unchanged and in full force and effect. |                 |             |                   | 0.00          |