



RECEIVED
 EXECUTIVE DOCUMENT SUMMARY
 State Form 4 (2014-01-01)
 Instructions for completing the EDS and the Contract process.
SEP 13 2007
 1. Please read the guidelines on the back of this form.
 2. Please type all information.
 DEPARTMENT OF ADMINISTRATION
 CONTRACTS DIVISION
 4. For amendments, renewals, or part original contract.
 5. Attach additional pages if necessary.

10/29

88

1. EDS Number: D120-6-008	2. Date prepared: 8/20/2007
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: <u>537000</u> <u>1000/0000/006450</u>	5. Account Name:
6. Total amount this action: \$19,748,123.60	7. New contract total: 73,275,269.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2006	\$6,334,308.00
Year 2007	\$13,117,443.00
Year 2008	\$20,963,822.00
Year 2009	\$21,660,961.50
Year 2010	\$11,198,734.50

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 9/14/2005	12. To (month, day, year): 9/13/2009
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13. Method of source selection:
 Bid/Quotation Emergency
 Negotiated Special Procurement
 RFP# 5-105 Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Department of Correction	15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Kristen Tusing	18. Telephone #: 317/233-4755
19. E-mail address: ktusing@doc.in.gov	

COURIER INFORMATION

20. Name: Kristen Tusing	21. Telephone #: 317-233-4755
22. E-mail address: ktusing@doc.in.gov	

VENDOR INFORMATION

23 Vendor ID # 0000117904	
24. Name: THE GEO GROUP INC	25. Telephone #: 561-999-7305
26. Address: 621 NW 53RD ST STE 700 BOCA RATON, FL 33487	
27. E-mail address: N/A	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31 Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
33. Is there Renewal Language in <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
 This amendment sets the per diem amount for the Goe Group, Inc. to increase the total offenders count of 1068 to 1698 offenders to be possible held in the New Castle Correctional Facility. The Amendment also includes the settlement for the April 24th disturbance. SFY 2008 reflects the April 24th settlement.

38. Justification of vendor selection and determination of price reasonableness:
 RESULTING FROM RFP 5-105

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SEP 14 2007
OAG-ADVISORY

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 9-11-07	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 9/14/07
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 9-14-07	46. Agency representative receiving from AG	47. Date Approved



**AMENDMENT NO. 1 TO CONTRACT FOR SERVICES
BETWEEN
THE INDIANA DEPARTMENT OF CORRECTION
AND
THE GEO GROUP, INC.**

The Indiana Department of Correction (hereinafter the "IDOC") and The GEO Group, Inc., One Park Place, Suite 700, 621 Northwest 53rd Street, Boca Raton, FL 33487, (hereinafter "GEO") hereby enter into this Amendment No. 1 to the CONTRACT FOR SERVICES effective the 1st day of August 2007.

WHEREAS, IDOC and GEO entered into a CONTRACT FOR SERVICES executed in September, 2005 (the "IDOC-GEO Contract") for the operation and management of a 2,416 bed adult male correctional facility known as the New Castle Correctional Facility (the "Facility"); and

WHEREAS, under the terms of the IDOC-GEO Contract, GEO is currently responsible for providing services to IDOC for up to 1,068 adult male IDOC inmates; and

WHEREAS, under the terms of the IDOC-GEO Contract and the associated Facility contract procurement solicitation documents, GEO and IDOC may agree to the terms and conditions, including pricing, for the housing and care of additional adult male IDOC inmates at the Facility; and

WHEREAS, IDOC has need of additional beds in the Facility for the housing of IDOC inmates and the Parties wish to establish the compensation to be paid to GEO for such additional IDOC inmates;

NOW, THEREFORE, pursuant to the authority set forth in the IDOC-GEO Contract and the associated Facility contract procurement solicitation documents, and for and in consideration of the promises and the mutual covenants hereinafter contained, and subject to the conditions herein set forth, the Parties hereto agree to amend the IDOC-GEO Contract as follows:

Consideration. Paragraph 2 relating to consideration is hereby amended to read as follows:

Contractor shall be paid, in arrears, as set forth on Exhibit A, attached hereto and incorporated herein. The total remuneration under this Contract for any single state of Indiana fiscal year shall not exceed an amount equal to the agreed per diem rate(s) times the maximum number of IDOC inmates agreed to be housed in the Facility times the number of billing days in such fiscal year.

Compliance with Laws. Paragraph 10 relating to compliance with laws is hereby amended to read as follows:

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

Exhibit A. Exhibit A is hereby deleted in its entirety and is replaced with the new Exhibit A attached to this Amendment No. 1.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment No. 1 shall remain in full force and effect.

In order to settle all financial issues related to a disturbance at the NCCF on April 24, 2007, the parties have entered into a settlement agreement, which is attached hereto and referenced as Exhibit B.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

WHEREFORE, the Parties hereby enter into the foregoing Amendment No 1 effective the date first set forth above by affixing their respective authorized signatures at the spaces below.

The GEO Group, Inc.



Wayne H. Calabrese
Vice Chairman and President
Date: 9-8-07

Indiana Department of Correction



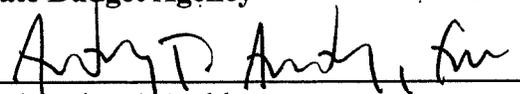
J. David Donahue
Commissioner
Date: 9-11-07

Department of Administration



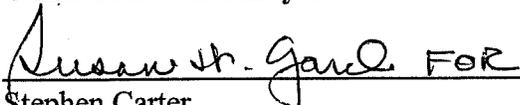
Carrie Henderson
Commissioner
Date: 9/13/07

State Budget Agency



Christopher A. Ruhl
Director
Date: 9/14/07

**APPROVED as to Form and Legality:
Office of the Attorney General**



Stephen Carter
Attorney General
Date: 9-14-07

Exhibit A

The GEO Group, Inc.
New Castle Correctional Facility – 1,068 to 1,698 Beds
RFP-5-105

Price Proposal

Offender Per Diem (Excluding medical / mental health, dental services & food services)

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies three (3) or fewer 210-bed housing units and GEO is paid a per diem rate of not less than \$42.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following per diem rate pricing shall apply to all IDOC male offenders housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 1

Contract Year:	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
<u>Inmates*</u>	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1279 to 1488	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1489 to 1698	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20

* Population ranges assume four, five, six or seven 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, 1488, or 1698, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

In the event the Arizona Department of Corrections (ADC) or other third party agency occupies at least four (4) 210-bed housing units and GEO is paid a per diem rate of not less than \$37.50 for such ADC or other third party agency offenders (subject always to a 95% occupancy guarantee), the following **TABLE 2** per diem rate pricing shall apply to all IDOC adult male inmates housed at the New Castle Correctional Facility (subject always to a 90% minimum occupancy guarantee, on a housing-unit-by-housing-unit basis):

TABLE 2

Contract Year:	1	2	3	4	5	6	7	8	9	10
IDOC	09/01/05	07/01/06	07/01/07	07/01/08	07/01/09	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14
<u>Inmates*</u>	06/30/06	06/30/07	06/30/08	06/30/09	06/30/10	06/30/11	06/30/12	06/30/13	06/30/14	08/31/15
Up to 1068	\$32.95	\$33.65	\$34.30	\$34.95	\$35.65	\$36.15	\$36.90	\$37.65	\$38.40	\$39.20
1069 to 1278	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50
1279 to 1488	\$32.95	\$33.65	\$33.50	\$34.25	\$35.00	\$35.45	\$36.20	\$36.90	\$37.65	\$38.50

* Population ranges assume four, five or six 210-bed housing units, plus 100 Camp inmates, plus 128 Mental Health Care Unit inmates (actual count may exceed 1068, 1278, or 1488, based on actual numbers of inmates housed in the Camp and/or Mental Health Care Unit).

EXHIBIT B

August 10, 2007

J. David Donahue, Commissioner
Indiana Department of Correction
Indiana Government Center-South
302 W. Washington Street
Indianapolis, Indiana 46204-2738



The GEO Group, Inc.
Corporate Headquarters
One Park Place, Suite 700
621 Northwest 53rd Street
Boca Raton, Florida 33487

TEL: 561 999 7305

561 999 7732

www.thegeogroupinc.com

wcalabrese@thegeogroupinc.com

Sent by Email and Overnight Mail

Re: NEW CASTLE DISTURBANCE – SETTLEMENT LETTER

Dear Commissioner Donahue:

Thank you again for meeting with us yesterday at your office. As a result of our discussions with you and your senior leadership team, this letter is written to confirm the agreement IDOC and GEO have reached with respect to the New Castle Correctional Facility (NCCF) and the disturbance which occurred at the facility on April 24th.

In general settlement of all pending NCCF issues related to the April 24th disturbance, GEO and IDOC agree as follows:

1. AREAS OF COST & APPROXIMATE VALUE

- A. **Damaged FF&E.** Furnishings and equipment were damaged in the April 24th disturbance. In addition, damaged areas required painting and cleaning. The agreed value of the damaged/destroyed FF&E and related painting and cleaning is \$265,532.
- B. **Damage to Buildings and Fixtures.** Fifteen doors, numerous windows, parts of the fire suppression system, fire alarm system, plumbing fixtures, lighting and electrical items, razor wire and housing unit security electronics were damaged or destroyed in the April 24th disturbance. The agreed value of the necessary repairs/replacements to the buildings and fixtures is \$328,917.
- C. **Facility Enhancements.** Enhancements were made to the facility consisting of the replacement of forty-five undamaged security doors and fabrication and placement of security bars on housing unit windows. The agreed value of such facility enhancements is \$279,409. GEO acknowledges that IDOC has previously paid \$150,000 of such costs. In addition, the agreed value of the newly installed DVR system and security mirrors in the Programs Building is \$52,203.
- D. **Emergency Response Costs.** IDOC has provided GEO with a request for reimbursement of certain identified emergency response costs reported to have been incurred by IDOC in the approximate amount of \$752,615, together with \$86,441.21 in costs reported to have been incurred by the Henry County EMS (\$161.92), the New Castle Fire Department (\$214.45), the Delaware County Sheriff's Department (\$2,765.50), and the Indiana State Police (\$83,299.34).

2. SETTLEMENT AGREEMENT

- A. In full settlement of all costs of the repairs/replacements and enhancements set forth in paragraphs 1. A., B., and C., above, and without admitting that GEO is responsible for future damage to the NCCF buildings or fixtures, GEO agrees to pay all vendor invoices for the repairs/replacements and enhancements set forth in paragraphs 1. A., B., and C., above, in the agreed amounts set forth therein, which payments shall include reimbursement to IDOC of the \$150,000 in facility enhancements previously paid by IDOC to a vendor. Such reimbursement by GEO to IDOC shall be made in the form of a \$150,000 credit (reduction) against GEO's August 2007 billing for services under GEO's NCCF Contract.
- B. In full settlement of all costs set forth above in paragraph 1. D. related to IDOC emergency response costs, GEO agrees to reimburse IDOC the sum of \$144,289, which reimbursement shall be made in the form of a further \$144,289 credit (reduction) against GEO's August 2007 billing for services under GEO's NCCF Contract. In addition, GEO shall immediately pay the other non-IDOC emergency response providers listed in paragraph 1. D., above, the respective amounts due each such provider as listed therein.
- C. In addition to the foregoing, IDOC and GEO agree that the following further facility enhancements will be made subject to a mutually agreeable timetable:
1. Housing Unit cameras will be installed and connected to a monitor at each of the Housing Unit Control stations as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 2. Detention door cuff ports will be installed as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 3. Fence twists will be replaced with more secure fasteners as directed by IDOC. The cost of all related materials will be paid by IDOC; with GEO to provide all necessary labor and associated costs.
 4. The separation fencing between housing buildings will be upgraded as directed by IDOC. The cost of all related equipment and material will be paid by IDOC, with GEO to provide all necessary labor and associated costs.
 5. The Programs Building will be hardened as directed by IDOC. The cost of all related equipment, material and labor will be paid by IDOC.

If the foregoing meets with your approval, please so indicate by affixing your signature below and returning a signed original in the enclosed envelope to our office for our files. Once again, we want to sincerely thank you and your staff for working so diligently and professionally in bringing these pending issues to a close. We will, in turn, continue to do all we can to earn your continued support of our efforts in providing the state of Indiana with a first-class facility operation at the New Castle Correctional Facility.