



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the contract process.

Received

OCT 05 2012

- 1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

IDOA Contracts

1/21 ML

1. EDS Number: D12-1-083
2. Date prepared: 9/21/2012

3. CONTRACTS & LEASES

X Professional/Personal Services
Contract for procured Services
Grant
Maintenance
Lease
License Agreement
Attorney
Amendment# 1
MOU
Renewal #
QPA
Other

FISCAL INFORMATION

4. Account Number: 13450-10000.534010
5. Account Name: LAKESIDE CORRECTIONAL F
6. Total amount this action: \$0.00
7. New contract total: 25,897,663.50
8. Revenue generated this action: \$0.00
9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:
Year 2011 \$1,102,281.00
Year 2012 \$4,366,746.00
Year 2013 \$6,125,065.00
Year 2014 \$8,021,900.00
Year 2015 \$6,281,671.50

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 3/1/2011
12. To (month, day, year): 2/28/2015
13. Method of source selection:
X RFP# 10-99
Emergency
Negotiated
Special Procurement
Other (specify)

AGENCY INFORMATION
14. Name of agency: Department of Correction
15. Requisition Number: 0000023973

16. Address: Department of Correction
Central Office
302 W WASHINGTON ST RM E334
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION
17. Name: John Schilling
18. Telephone #: 317/233-6499
19. E-mail address: Jschillinga@idoc.in.gov

COURIER INFORMATION
20. Name: Nicholas Law
21. Telephone #: 317-232-5605
22. E-mail address: Nlaw@idoc.in.gov

VENDOR INFORMATION
23. Vendor ID #: 0000117904
24. Name: THE GEO GROUP INC
25. Telephone #: (704) 543-3401
26. Address: 621 NW 53RD ST STE 700
BOCA RATON, FL 33487

27. E-mail address: ddonahue@geogroup.com
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes No
29. Primary Vendor: M/WBE
Minority: X Yes No
Women: X Yes No
30. If yes, list the %:
Minority: 8.0 %
Women: 8.0 %
31. Sub Vendor: M/WBE
Minority: X Yes No
Women: X Yes No
32. If yes, list the %:
Minority: 8.0 %
Women: 8.0 %
33. Is there Renewal Language in the document? X Yes No
34. Is there a "Termination for Convenience" clause in the document? X Yes No

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

36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 11-8-2-5

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 adds no cost to the contract, but expands the pool of eligible offenders who may be placed in Contractor's facility and adds new required clauses to the contract.

38. Justification of vendor selection and determination of price reasonableness:
The Contractor was selected as a result of its response and cost proposal to RFP 10-99.

RECEIVED

DEC 07 2012

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
41. Date Approved: 9/24/12
42. Budget agency approval
43. Date Approved: 12/6/12
44. Attorney General's Office approval
45. Date Approved: 12/7/12
46. Agency representative receiving from AG
47. Date Approved



CONTRACT AMENDMENT #1
EDS #D12-1-083

This is an amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and the GEO Group, Inc. (the "Contractor") approved by the last State signatory on March 1, 2011.

WHEREAS, the State and the Contractor desire to increase the pool of eligible offenders who may be placed in Contractor's STOP facility,

NOW THEREFORE, and in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. Clause 1.1, General Requirements, is hereby amended as follows: Effective immediately, adult male offenders will be eligible for the STOP facility if they are to serve 730 days or less with the IDOC, or adult male offenders assigned by IDOC to serve as offender workers at the facility.

2. The Contract is further amended by adding the following:

A. No investment in Iran. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as imposition of a civil penalty.

B. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

1. The Contractor does not knowingly employ an unauthorized alien.

2. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

4. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

C. Assignment of Antitrust Claims. The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

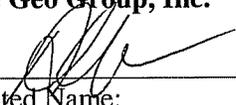
All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

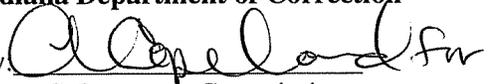
The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understand the foregoing terms of this amendment, do by their respective signatures dated below hereby agree to the terms thereof.

The Geo Group, Inc.

By: 
Printed Name: AMBER D. MARTIN
Title: Vice President, Contracts Administration
Date: 9-20-2012 The GEO Group, Inc.

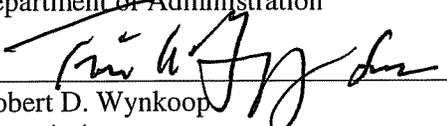
Indiana Department of Correction

By: 
Bruce C. Lemmon, Commissioner
Date: 9/24/12

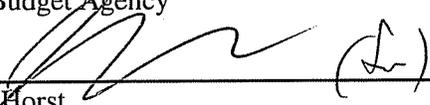
Approved by:
Indiana Office of Technology

NOT APPLICABLE
Brian Arrowood
Chief Information Officer
Date: _____

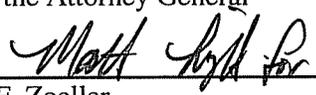
Approved by:
Department of Administration


Robert D. Wynkoop
Commissioner
Date: 12/4/12

Approved by:
State Budget Agency

 (L)
Adam Horst
Director
Date: 12/10/12

Approved by:
Office of the Attorney General


Gregory F. Zoeller
Attorney General
Date: 12/7/12