

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DJM-17-A35-R-0013		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED	
7. ISSUED BY Prisoner Operations Division POD, CG-3 (b) (6), (b) (7)(C) United States Marshals Service Landover Operations Center Landover, MD 20785		CODE MPOD		5. DATE ISSUED 05/15/2017	
				6. REQUISITION/PURCHASE NUMBER M-17-D98-R-000036	
				8. ADDRESS OFFER TO (if other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in N/A until 00:13:00 local time 06/20/2017
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)	C. E-MAIL ADDRESS
		AREA CODE NUMBER EXT. (b) (6), (b) (7)(C)	

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NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS(%)	20 CALENDAR DAYS(%)	30 CALENDAR DAYS(%)	0 CALENDAR DAYS(%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (if other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE UNITED STATES MARSHAL-S/CA SOUTHERN DISTRICT OF CALIFORNIA (b) (6), (b) (7)(C)	15M098
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26. NAME OF CONTRACTING OFFICER (Type or print) (b) (6), (b) (7)(C)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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Section B - Supplies or Services and Prices/Costs

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Contractor shall provide comprehensive Detention Services located in San Diego, California in accordance with the attached Statement of Work Line Period of Performance: 06/01/2017 - 09/30/2018 Base Period	1.000000	LT	\$ _____	\$ _____
0002	Comprehensive Detention Services located in San Diego, California for Option Period 1 Line Period of Performance: 10/01/2018 - 09/30/2020 Option Period	1.000000	LT	\$ _____	\$ _____
0003	Comprehensive Detention Services located in San Diego, California for Option Period 2 Line Period of Performance: 10/01/2020 - 09/30/2022 Option Period	1.000000	LT	\$ _____	\$ _____
0004	Comprehensive Detention Services located in San Diego, California for Option Period 3 Line Period of Performance: 10/01/2022 - 09/30/2024 Option Period	1.000000	LT	\$ _____	\$ _____
0005	Comprehensive Detention Services located in San Diego, California for Option Period 4 Line Period of Performance: 10/01/2024 - 09/30/2028 Option Period	1.000000	LT	\$ _____	\$ _____

Section C - Description/Specifications/Statement of Work

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Section D - Packaging and Marking

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Section E - Inspection and Acceptance

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Section F - Deliveries and Performance

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Section G - Contract Administration Data

This Section Is Intentionally Left Blank

Section H - Special Contract Requirements

This Section Is Intentionally Left Blank

Section I - Contract Clauses

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Section J - List of Attachments

Identifier	Title	Number of Pages
1	MIQ M-17-D98-R-000036 WRDF RECOMPETE.pdf	
2	IQ514645 - Signed Pre-Procurement Package -Det Services for SCA.pdf	

Section K - Representations, Certifications and Other Statements of Offerors

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Section L - Instructions, Conditions and Notices to Offerors

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Section M - Evaluation Factors for Award

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Part 1 – The Schedule
Section B – Supplies or Services Prices/Costs

B.1 Services and Prices

(a) Non-Personal Services

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a contractor-owned/contractor-operated detention facility for federal detainees as defined in this Solicitation. These comprehensive detention services will serve a population principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

The period of performance for any contract, which the Government may award under the terms and conditions specified herein, will be for a 24 month Base Period, with up to four (4) 24 month Options Periods. Potentially, the contract could be for a ten year period.

(b) Pricing Instructions

For purposes of this solicitation, the offeror must submit an offer for the total 24 month Base Period (2-year) requirement and each of the four (4) 24 month Option Periods (2-year). The prices will be for providing all services as required by the solicitation.

For each Performance Year of the multi-year base and option periods, the Government will notify the contractor that funds are available for performance no later than the first day of the pertinent fiscal year. If the contractor is not notified funds are available, cancellation of the contract may occur within 60 days of the start of the pertinent fiscal year.

Accordingly, Program Year 2, of the Base Period will be subject to cancellation in the event funds are not available. The cancellation ceiling for Program Year 2 of the Base Period is as follows:

Program Year 2 (Base Period) - 30% of the Total Base Period Price

Additionally, Program Year 2, of each Option Period will be subject to cancellation in the event funds are not available. The cancellation ceiling for Program Year 2 of each Option Period is as follows:

Program Year 2 (Option Period) - 20% of the Total Option Period Price

Any cancellation and related contractor claim for costs will be handled in accordance with contract clause at **52.217-2, CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)** (See Section I of the solicitation) and the cancellation ceilings set forth above.

Commissary/Canteen/Telephone Activities

The operating budget and salaries for Commissary/Canteen/Telephone Activities shall not be included in the provided pricing.

In accordance with Section C.8.G.10, the Contractor shall operate a Commissary, Canteen, or Telephone System Activities from which detainees can purchase approved items that are not furnished by the facility.

Funds from these operations shall be used to fund only the number of Commissary, Canteen, and Telephone System positions authorized in the approved Staffing Plan and shall not be included in the provided CLIN pricing. These activities shall be self-sufficient.

At no time may funds be expended for the regular salary of any positions exceeding the number of staff approved in the Staffing Plan.

Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014).

The offeror certifies that the prices in this offer do not include any allowance for any contingency to cover increased costs for which adjustment is provided under the clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014)(Located Section I).

The offeror certifies that the prices in this offer do not include the salaries for Commissary/Canteen/Telephone Activity positions. These positions are subject to clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts)(May 2014)(Located Section I) and shall not be included on any subsequent pricing adjustments. Pricing adjustments for these positions shall be approved by the Contracting Officer and accounted for in the operating budget of that operation.

(c) Pricing Schedule

For purposes of price evaluation and according to the above instructions, the offeror must enter the proposed prices on the Pricing Schedules as provided below:

1. **Contract Line Item No. 0001 – Detainee Housing**

24-Month Base Period

- a. **Fixed Price Monthly Operating Price:** The offeror shall submit a fixed price Monthly Operating Price (MOP) for all services specified hereinfor an average daily population of 450 detainees.
- b. **Fixed Incremental Unit Price:** Offeror must submit a Fixed Incremental Unit Price (FIUP) which will apply for all detainees housed between 451 and 725.

Each 24-Month Option Period

- c. **Fixed Price Monthly Operating Price:** The offeror shall submit a fixed price MOP for all services specified herein for an average daily population of 450 detainees.
- d. **Fixed Incremental Unit Price (FIUP):** Offeror must submit a FIUP which will apply for all detainees housed between 451 and 725.

Contract Line Item No. 0001 – Fixed Monthly Operating Price and Fixed Incremental Unit Price

Performance Period	Fixed Monthly Operating Price	Fixed Incremental Unit Price
Base Period (24 Months)		
Option Period #1 (24 Months)		
Option Period #2 (24 Months)		
Option Period #3 (24 Months)		
Option Period #4 (24 Months)		

Contract Line Item No. 0002 – Detainee Transportation and Remote Detention Officer Services

Offeror shall provide pricing in accordance with **Section J - Attachment #2**, Pricing Instructions for Transportation, Escort, and Remote Detention Officer Service Requirement for the District of Southern California.

Performance Period	Estimated Hours	Hourly Rate
Base Period (24 Months)	10,000	
Option Period #1 (24 Months)	10,000	
Option Period #2 (24 Months)	10,000	
Option Period #3 (24 Months)	10,000	
Option Period #4 (24 Months)	10,000	

***Note:** The estimated hours provided are for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed. Quantities will vary according to the requirements of the U.S. Marshals Service.

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to expiration of the Base Period, and all Option Periods.

(End of Section)

UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)
COMPREHENSIVE DETENTION SERVICES
DISTRICT OF SOUTHERN CALIFORNIA
REVISED FEBRUARY 2017

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C.1 Definitions/Acronyms

ACA: American Correctional Association.

ALDF: Performance –Based Standards for Adult Local Detention Facilities

ADMINISTRATIVE SEGREGATION: A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.

ALIEN: Any person who is not a citizen of the United States.

BOOKING: It is a procedure for the admission of an USMS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.

CLASSIFICATION: A process for determining the needs and requirements of detainees for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.

CLINICALLY ORDERED SECLUSION: A therapeutic intervention initiated by medical or mental health staff to use rooms designed to safely limit a patient's mobility in a crisis due to physical or mental illness (suicide watch).

CLINIC SPACE: Sufficient and suitable space, supplies and equipment available for the facility's medical, dental and mental health care services.

CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.

CONTRACTING OFFICER (CO): The Government employee empowered to award, administer, modify and terminate contracts. The only individual authorized to issue changes to this contract.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTRACTOR: The entity which provides the services, described in this statement of work.

CONTROL ROOM: A room that integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

DESIGNATED MENTAL HEALTH CLINICIAN: A psychiatrist, psychologist or psychiatric social worker who is responsible for clinic mental health issues when mental health services at the facility

are under a different authority than the medical services.

ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analysis of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.

ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.

EMERGENCY MEDICAL CARE: Care for an acute illness or unexpected serious healthcare need that cannot be deferred until the next scheduled sick call.

FACILITY: The physical plant and grounds in which the Contractor's services are operated.

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., Jail Administrator, Facility Director, Superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards and the Functional Areas of the FPBDS.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur as a result of the proposed action(s).

FPBDS: Federal Performance Based Detention Standards

GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.

HEALTH ADMINISTRATOR: The person who by virtue of education, experience, or certification (e.g. MSN, MPH, MHA, FACHE, CCHP) is capable of assuming responsibility for arranging all levels of health care and ensuring quality and accessible health services for detainees.

HEALTH AUTHORITY (Clinical Director): The physician on-site to whom the responsibility for

the facility's health care services has been officially designated in writing to, including arrangements for all levels of health care and the ensuring of quality and accessibility of all health services provided to detainees.

HEALTH CARE: To provide for the physical and mental well being of a population. Health care includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.

HEALTH-TRAINED PERSONNEL: Individuals trained in limited aspects of health care as determined by the responsible physician, and may include correctional officers and other non-health personnel.

IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

INFIRMARY: An area within the health unit accommodating patients for a period of 24 hours or more, expressly set up and operated for the purpose of caring for patients who need skilled nursing care but are not in need of hospitalization or placement in a licensed nursing facility, and whose care cannot be managed safely in an outpatient setting. It is not the area itself, but the scope of care provided that makes the bed an infirmary bed.

INFIRMARY CARE: Care provided to patients with an illness or diagnosis that requires daily monitoring, medication and/or therapy, or assistance with activities of daily living at a level needing skilled nursing intervention.

JPATS: Justice Prisoner and Alien Transportation System – Transporting/transferring Federal Prisoner and Detainees

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

MEDICAL RECORDS: Records of medical screening assessments, examinations and diagnosis maintained in accordance with guidance by the Health Authority. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; medical alert information (medical allergies, special diets, mental status); critical information from the medical record in support of current treatments/diagnoses; and, copies of standing or direct medical orders from the physician to the facility staff.

MEDICAL RECEIVING SCREENING: Is a process of structured inquiry and observation of all detainees being admitted, designed to obtain immediate treatment for detainees who are in need of emergency health care, identify and meet ongoing current health needs, and isolate those with communicable diseases.

OMO: Office of Medical Operations, Prisoner Operations Division, U.S. Marshals Service.

ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COR. Duties shall include escorting and maintaining custody of detainees for hearings, USMS/ICE interviews, and any other location requested by the COR.

PHYSICIAN: A person licensed to practice medicine in the United States, with whom the facility enters into a contractual agreement to provide health care services to the detainee population of the facility in accordance with guidance from the Health Authority.

PRISONER DAY: For prisoner population in excess of the minimum guarantee the Contractor shall charge the fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not for the day of departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays overnight outside the Contractor's facility.

PRISONER: Any person confined in the custody of the United States Marshal Service. Detainee: Any person confined under the auspice and the authority of other Federal agencies.

PRISONER/DETAINEE RECORDS: Information concerning the individual's personal and criminal history, medical summary alerts, behavior, and activities while in custody, including, but not limited to:

- A. Prisoner/Detainee, Personal Property
- B. Receipts, Visitor's List, Photographs,
- C. Fingerprints, Disciplinary Infractions
- D. Actions Taken, Grievance Reports, Medical Alerts (b) (7)(E)
- E. Work Assignments, Program Participation,
- F. Miscellaneous Correspondence, etc.
- G. Medical Summary of Federal Prisoner/Alien in Transit (b) (7)(E)

QUALIFIED HEALTH CARE PROFESSIONAL: Includes physicians, physicians' assistants, nurses, nurse practitioners, dentists, mental health professionals, and others who by virtue of their education, credentials and experience are permitted by law to evaluate and care for patients.

QUALIFIED MENTAL HEALTH PROFESSIONAL: Includes psychiatrists, psychologists, psychiatric social workers, psychiatric nurses, and others who by virtue of their education, credentials, and experience are permitted by law to evaluate and care for the mental health needs of patients.

RESTRAINT EQUIPMENT: This includes but is not limited to: (b) (7)(E)

RESTRICTIVE HOUSING UNIT: The space set aside within the facility for administrative and disciplinary segregation.

SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, AED, stretchers and emergency alarms.

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

STANDING MEDICAL ORDERS: Written orders, by a physician, to qualified health care personnel and health trained personnel that specify the same course of treatment for each patient suspected of or having a given condition, and that specify the use and amount of prescription drugs.

TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy or training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

TRANSPORTATION AND OUTSIDE GUARD SERVICES COSTS: All materials, equipment and labor required to perform transportation and outside guard services.

WEAPONS: This includes but is not limited to (b) (7)(E)

C.2 INTRODUCTION

1 This Performance Work Statement (PWS) sets forth the contract performance requirements for the
2 management and operation of a Contractor-owned/Contractor-operated detention facility for the
3 housing of federal detainees. The population will be individuals charged with federal offenses and
4 detained while awaiting trial or sentencing or hearings. The USMS will award a contract that allows
5 the components of the Federal government, including the USMS, Bureau of Prisons (BOP), as well
6 as the U.S. Immigration and Customs Enforcement (ICE) of the Department of Homeland Security
7 (DHS), to house detainees at the facility.
8

9 In order to use the facility, ICE and the BOP must receive prior written approval from the
10 Contracting Officer. ICE and the BOP shall issue the delivery orders against the contract with copies
11 provided to the USMS COR and USMS Contracting Officer (CO) after receiving USMS COR
12 approval. Once the approval is received the contractor shall provide housing space for ICE and
13 BOP's detainees. The contractor shall bill ICE and the BOP directly with copies to the USMS COR
14 and CO. ICE and the BOP shall be responsible for payment of all invoices directly to the contractor.
15 With 14 days notice, the USMS may require ICE or the BOP to relocate their detainees to other
16 facilities.
17

18 It is the policy of the United States Marshal Service (USMS) to ensure the secure custody, care, and
19 safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or
20 other activities for USMS detainees are permitted only within secure areas of the building or within
21 the secure external recreation/exercise areas.
22

23 The Facility shall have the capability to accommodate at least 725 prisoners at a single site. The
24 facility shall be located within United States Marshals Service, Southern District of California. The
25 facility's detainee housing units, cells, and recreation areas shall be compliant with ACA-ALDF
26 standards. The facility shall also be located within appropriate proximity and access to emergency
27 services (medical, fire protection, law enforcement, etc.).
28

29 The facility shall have 5 sound proof video conferencing stations to facilitate confidential
30 communication with the Federal Courts, U.S. Probation Office, and the Federal Public Defenders
31 Office.
32

33 Within 90 days of contract award, contract performance shall begin upon written issuance of the
34 Notice to Proceed (NTP) signed by the CO. Upon receipt of the NTP, the contractor shall
35 immediately begin accepting detainees. The Contractor's ability to perform in accordance with the
36 terms of the contract will be assessed prior to issuance of the Notice to Proceed (NTP). (See Section
37 F.2)
38

39 The initial acceptance of detainees into the facility shall be in accordance with an agreed upon plan
40 to incrementally phase-in the detainee population. Approval for each initial increment of detainees
41 to be admitted into the facility shall be obtained from the Contract Officer.

1 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA
2 ALDF Standards and the *Federal Performance-Based Detention Standards (FPBDS)* located at
3 <https://www.usmarshals.gov/prisoner/detention-standards.htm> shall be developed by the Contractor
4 and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once
5 concurrence has been granted, these plans, policies and procedures shall not be modified without the
6 prior written acknowledgment of the COR. Whether required by this PWS, elsewhere in this
7 contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and
8 incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take
9 all referrals from the USMS. The Contractor shall furnish all personnel, management, equipment,
10 supplies and services necessary for performance of all aspects of the contract. Unless explicitly
11 stated otherwise, the Contractor is responsible for all the costs associated with and incurred as part of
12 providing the services outlined in this contract.

13 14 C.3. GENERAL

15
16 All services and programs shall comply with the PWS and all applicable federal, state and local laws
17 and regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law
18 and Court Orders. Should a conflict exist between any of the aforementioned standards, the most
19 stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard
20 is more stringent, the CO shall determine the appropriate standard.

21
22 The Government reserves its rights to conduct announced and unannounced inspections of any part
23 of the facility at any time and by any method to assess contract compliance.

24
25 Unless specified, the Contractor is required to perform in accordance with the most current
26 editions of the Federal Performance-Based Detention Standards
27 (<https://www.usmarshals.gov/prisoner/detention-standards.htm>), American Correctional
28 Association (ACA), Performance-Based Detention Standards for Adult Local Detention
29 Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health
30 Care (NCCHC) Standards for Health Services in Jails.

31
32 The Contractor shall obtain ACA and NCCHC accreditation within 24 months of NTP and shall
33 maintain continual compliance with all ACA standards and supplements during the performance of
34 the contract, unless otherwise specified by the USMS. If the facility is already ACA accredited at the
35 time of Contract Award, the offeror shall maintain accreditation for the term of the contract. Once
36 full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the
37 life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with
38 contract requirements and to obtain ACA accreditation within 24 months from the NTP may result in
39 a reduction of the contract price.

40
41 Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or
42 procedure. In these instances, the PWS identifies and provides direction for the enhanced

1 requirements. In cases where other standards conflict with USMS' Policy or Standards, USMS'
2 Policy and Standards shall prevail.

3
4 This PWS contains numerous references, which direct the Contractor to notify, contact or provide the
5 CO with information or data. Post-award, the CO may formally designate the COR to assume some
6 of those responsibilities. The COR does not have the authority to modify the stated terms of the
7 contract nor to approve any action which would result in additional charges to the Government. All
8 such changes must be made in writing by the CO.

9
10 All records related to contract performance shall be retained in a retrievable format for the duration
11 of the contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon
12 completion or termination of the resulting contract, transmit to the Government any records related
13 to performance of the contract.

14
15 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives
16 and Records Administration. Records and information management functions are required and
17 mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201
18 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of
19 Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are
20 addressed in 18 USC 2071, 793, 794 and 7989.

21
22 The Contractor shall protect, defend, indemnify, save and hold harmless the United States
23 Government, the DOJ and its employees or agents, from and against any and all claims, demands,
24 expenses, causes of action, judgments and liability arising out of, or in connection with, any
25 negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees or any
26 one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all
27 costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action,
28 judgment or liability, including those costs, expenses and attorneys fees incurred by the United States
29 Government, the DOJ and its employees or agents. The Contractor's liability shall not be limited by
30 any provision or limits of insurance set forth in the resulting contract.

31
32 In awarding the contract, the Government does not assume any liability to third parties, nor will the
33 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to
34 death, bodily injury, or damage to property resulting in any way from the performance of the contract
35 or any subcontract under this contract.

36
37 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against
38 it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all
39 litigation pertaining to this contract and provided copies of any pleadings filed or said litigation
40 within five working days of the filing. The Contractor shall cooperate with Government legal staff
41 and/or the United States Attorney regarding any requests pertaining to federal or Contractor
42 litigation.

1 Policy and procedures shall be developed which ensure a positive relationship is maintained with all
2 levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is
3 established which mandates that all judicial inquiries and program recommendations are responded
4 to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically
5 related to a detainee, shall be made part of the detainee's file. The Contractor shall notify the COR
6 (with copy to the CO) when a member of the United States Congress or the media requests
7 information or requests to visit the facility. The Contractor shall coordinate all public information
8 related issues with the CO, who shall, in accordance with USMS Policy Directive 1.3 Media,
9 coordinate the release with the Office of Public Affairs. All press statements and releases shall be
10 cleared, in advance, with the CO.

11
12 The contractor, their employees, agents, or sub-contractors shall not release any information
13 regarding the facility population, security level, personal identifiers, or medical issues to anyone
14 outside the USMS without express permission of the CO, COR, or their designee. Any inquiries
15 regarding any inmate or other matter related to the contract shall immediately be referred to the
16 COR. The contractor shall immediately notify the COR of any incident where they believe
17 information was released by their employee, agent, or sub-contractor related to a USMS' matter.

18
19 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the
20 employees' opinions do not necessarily reflect the position of the DOJ in any public presentations
21 they make or articles they write that relate to any aspect of contract performance or the facility
22 operations.

23 24 C.4 QUALITY CONTROL PROGRAM

25
26 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements
27 of this PWS are achieved.

28
29 The Contractor is responsible for management and quality control actions necessary to meet the
30 quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan
31 (QCP) as part of their proposal. The contractor's QCP instrument shall correspond with the FPBDS
32 and consist of an ongoing/perpetual QCP performed by facility staff and a comprehensive annual
33 QCP review conducted by non-facility staff. Results of the Contractor's Quality Control Program
34 shall be provided to the COR within 30-days of completion. QCP records shall be maintained
35 through the contract performance period and until final settlement of any claims under this contract.

36
37 The CO will notify the Contractor of acceptance or required modifications to the plan before the
38 contract start date. The Contractor must make appropriate modifications and obtain acceptance of
39 the plan by the CO before the contract start date. The NTP will be contingent upon government
40 approval of the QCP.

1 C.5 GOVERNMENT QUALITY SURVEILLANCE PLAN

2
3 The Government quality surveillance plan is comprised of the various functions, including inspection
4 performed by the Government to determine whether a Contractor has fulfilled its contract obligations
5 pertaining to quality. The Government's Quality Surveillance Plan is not a substitute for quality
6 control by the Contractor.
7

8 Each phase of the services rendered under this contract is subject to Government inspection both
9 during the Contractor's operations and after completion of the tasks. When the Contractor is advised
10 of any unsatisfactory condition(s), the Contractor shall submit a written report to the COR addressing
11 corrective/preventive actions taken. The COR must check the Contractor's performance and
12 document any non-compliance, but only the CO may take formal action against the Contractor for
13 unsatisfactory performance. The COR will be designated subsequent to contract award and a
14 delegation of COR duties and authority will be furnished to the Contractor. The Government may
15 reduce the Contractor's invoice or otherwise withhold payment for any individual item of
16 nonconforming service observed as specified in Section E-3 "Contractor's Failure to Perform
17 Required Services." The Government may apply various inspection and extrapolation techniques to
18 determine the quality of service and the total payment due.
19

20 The government anticipates a nominal number of staff will be on-site to monitor contract
21 performance and manage other government interests associated with operation of the facility. The
22 Contractor shall provide an on-site enclosed office space for USMS' staff. All office and multiple
23 use space shall be complete with appropriate electrical, communication, and phone connections.
24

25 Government space shall be climate controlled and located consistent with the administrative office
26 space for the Contractor's staff. Government-occupied space shall be separate from, but accessible
27 to, Prisoners/Detainee housing units and the centralized visiting area. The Contractor shall be
28 responsible for all maintenance, security and costs associated with space designated for Government
29 staff.
30

31 The Contractor shall provide no less than five (5) parking spaces for DOJ staff use.
32

33 C.6 INSPECTION BY REGULATORY AND OTHER FEDERAL AGENCIES

34 Work described in the contract is subject to inspection by other Government agencies. The Service
35 Provider shall participate in responding to all requests for information and inspection or review
36 findings by regulatory agencies. The CO and COR will receive notification of these inspections
37 within 30-days of issuance, and receive a copy of any response submitted by the contractor.
38

39 C.7 PERFORMANCE EVALUATION MEETINGS

40 The Contractor's representatives shall meet with the COR on a basis determined necessary by the
41 Government.
42
43

1 C.8 REQUIRED SERVICES

2
3 C.8.A ADMINISTRATION AND MANAGEMENT

4
5 C.8.A.1 Policies and Procedures: The contractor shall develop facility policies and procedures in
6 compliance with FPBDS Section A.1 Policies and Procedures.

7
8 C.8.A.2 Quality Control: To complement the contractor's overarching Quality Control Program
9 identified in Section C.4, the contractor will operate an internal facility perpetual quality control
10 program in compliance with FPBDS Section A.2.

11
12 C.8.A.3 Detainee Records: The contractor shall develop facility policies and procedures in
13 compliance with FPBDS Section A.3. Upon release all records pertaining to the detainee shall be
14 consolidated and archiving as a single record.

15
16 C.8.A.4 Facility Admission and Orientation Program: The contractor shall develop facility
17 policies and procedures in compliance with FPBDS Section A.4 Facility Admission and Orientation
18 Program.

19
20 C.8.A.5 Detainee Property: The contractor shall control detainee property in compliance with
21 FPBDS Section A.5, and USMS Policy Directive 9.20, Cellblock Operations which identifies
22 allowable detainee property: Detainees in USMS custody may retain the following types of personal
23 property while detained in a contract detention facility:

- 24 • Government issued identification documents: State or nationally issued IDs such as passports,
25 drivers licenses, Mexican National Voter Cards; consular ID cards, birth certificates, school
26 certificates;
- 27 • Legal papers or materials: These materials should be relevant to the current/draft court
28 proceedings to include documents associated with Immigration and Customs Enforcement
29 removal proceedings;
- 30 • A document listing the detainee's family and social contact information;
- 31 • Religious medals: One medal may be retained only if it is of a size and weight which poses no
32 threat as a potential weapon or escape device;
- 33 • Eye glasses or contact lenses, with case;
- 34 • Prescribed medicine, health devices, and medical documents in the detainee's possession at
35 the time of booking;
- 36 • Wedding band: Rings with stones are not authorized. No rings other than a plain wedding
37 band are permitted.

38
39 Procedures shall be established for transferring detainee funds and property upon release from the
40 facility or transfer to another facility, or when a detainee requests a funds transfer to an outside
41 source. The Contractor shall ensure that all funds of detainees, who are scheduled for removal to a

1 BOP facility, are transferred in accordance with BOP Program Statement 4500.11 Trust
2 Fund/Deposit Fund Manual located at https://www.bop.gov/policy/progstat/4500_011_CN-1.pdf
3

4 Transfer of detainee funds shall occur within seven (7) working days upon transfer to another facility
5 or when a prisoner or detainee requests funds transfer to an outside source. If a detainee is to be
6 released from USMS' custody, the contractor shall release all detainee funds prior to detainee's
7 release from the facility.
8

9 C.8.A.6 Detainee Transfers and Releases: The contractor shall transfer and release detainees in
10 accordance with FPBDS Section A.6. The Contractor shall prepare a (b) (7)(E)
11 [REDACTED] to accompany all detainees transferring out of the
12 institution.
13

14 C.8.A.7 Detainees with Disabilities: The contractor shall accommodate detainees with
15 disabilities in compliance with FPBDS Section A.7.
16

17 C.8.A.8 Discrimination Prevention: The contractor comply with FPBDS Section A.8
18

19 C.8.A.9 Staffing: Staffing procedures shall comply with FPBDS Section A.9 and relevant
20 USMS Policy requirements.
21

22 C.8.A.9.1 Employment Procedures:
23

24 The Warden or designee shall be the contractor's contact person for all matters regarding the
25 processing of contractor's personnel.
26

27 The Warden or designee shall be the contractor's contact person for all matters regarding the
28 processing of contractor personnel. Based on the *Standard Operating Procedures for Contractor*
29 *Background Investigation Contractor and USMS Contracting Officers Representative (Section J –*
30 *Attachment #)* and the *Guidelines of Acceptability for USMS Contract Jails, (Section J –*
31 *Attachment #)* and the Warden or designee will determine if the applicant is suitable for
32 employment. The Warden or designee shall certify that the following steps have been completed with
33 satisfactory results and submit the certification with the applicant's information.
34

35 Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following
36 steps are completed for all employees and subcontractors who are associated with this contract as
37 listed below and provide the results to the USMS COR for the applicable facility:

- 1 1. Conduct a Credit Check for employment purposes as described in the Fair Credit
2 Reporting Act (DOJ 555 Disclosure and Authorization Form)
- 3 2. Coordinate with the assigned USMS COR the process for USMS staff to conduct
4 criminal history checks (National Crime Information Center (NCIC) and National Law
5 Enforcement Telecommunication System (NLETS) check performed on prospective
6 employee.
- 7 3. Conduct a pre-employment interview.
- 8 4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
- 9 5. Certify the applicant has met residency requirements (See below - Other Requirements)
- 10 6. Perform a local law enforcement agency check for the past five years as part of Limited
11 Background Investigation (LBI) or equivalent background investigation
- 12 7. Conduct a drug test in accordance with USMS Policy Directive 3.36 Drug Free
13 Workplace.
- 14 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P
15 "Questionnaire for Public Trust Positions".
- 16 9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form
17 85P-S) if they will occupy an armed position.
- 18 10. Voucher the applicant's employment record for the past five years.

19
20 The determination for employment suitability must be made using the USMS' current Guidelines of
21 Acceptability (**Section J – Attachment #**). Based on steps 1 - 10 and the Guidelines of
22 Acceptability, the contractor will determine if the applicant is suitable for employment.

23
24 The Warden shall certify that steps 1 - 10 have been completed with satisfactory results and submit
25 this certification with the applicant's information to the USMS COR for conditional approval. Prior
26 to issuing the conditional approval the COR shall complete the following steps:

- 27
- 28 11. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
- 29 12. Upon favorable results of fingerprints or NCIC/NLETS; the COR shall grant a
30 conditional approval. The conditional approval shall include the following: full name,
31 date of birth, social security number and position applied for.
- 32 13. If the fingerprint results or NCIC/NLETS contain derogatory information the
33 conditional may or may not be issued based on the Guidelines for Acceptability. If the
34 COR desires additional information to resolve the issue, the warden or his designee
35 shall be contacted to obtain additional information from the applicant.

36
37 After receiving the USMS' conditional approval the contractor shall proceed with the following
38 steps:

39
40 Notify USMS COR within 24 hours of actual entry on duty (EOD) date and of background
41 investigation scheduling date and case number.

42
43

1 Contractor responsibilities subsequent to EOD date:

2
3 Receipt and review of the background investigation.

4
5 The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work
6 or have contact with federal detainees under the terms of this contract. No individual who is under
7 supervision or jurisdiction of any parole, probation or correctional authority shall have contact with
8 Federal Detainees, files, records, or movement records.

9
10 Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and
11 resolve derogatory information contained on the background investigation results using the
12 Guidelines of Acceptability. The contractor shall make a determination regarding the employee's
13 suitability for employment under this contract. Investigations with little or no derogatory
14 information will be reviewed and forwarded to the USMS COR within 90 days of the investigation
15 completion date. Investigations requiring resolution of derogatory information will be forwarded
16 within 180 days of the investigation completion date. Extended adjudication time frames, on a case-
17 by-case basis, may be requested from the USMS COR. Upon receipt, review and resolution of any
18 derogatory information contained in the reinvestigation report, the Warden shall forward to the
19 USMS COR a written final determination regarding the employee's continued employment under
20 this contract. A copy of the background investigation report results shall be attached. The
21 contractor shall ensure all employees and full-time subcontractors are reinvestigated every five years
22 as prescribed in the Scope and Coverage of a Periodic Reinvestigation (**Section J – Attachment #**
23 **)** of the contract.

24
25 The contractor shall maintain all personnel records, on-site, for the duration of the contract and make
26 these records available to the USMS upon request.

27
28 Personnel working on this contract and requiring unescorted access to USMS Office(s)/Federal
29 Courthouse site(s) and or information systems are required to be approved by the USMS security
30 office in accordance with Homeland Security Presidential Directive 12 as required by USMS
31 Security Program Manager attachment B (available upon award). These personnel must be approved
32 in writing by the USMS Personnel Security Branch before such access can be granted and may
33 require and additional background investigation through the Office of Personnel Management at the
34 minimum level of a NACI.

35
36 C.8.A.9.1.a Waivers

37
38 If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable
39 employee, the contractor may request a written waiver to the Guidelines, submitted to the USMS
40 COR, which includes:

- 41
42 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;
43 B. Reason(s) why the applicant should receive further consideration; and;

1 C. Availability of other suitable applicants.

2
3 C.8.A.9.1.b Other Employment Requirements

4
5 The contractor must ensure all employment practices are in accordance with U.S. Department of
6 Labor requirements in addition to state and local requirements. Contractors are advised that the
7 following labor requirements are applicable to this contract (not all comprehensive): Notice to the
8 Government of Labor Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended;
9 the Contract Work Hours and Safety Standards Act - Overtime Compensation; and the Fair Labor
10 Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts).

11
12 The contractor shall not employ any individual who has a felony or misdemeanor conviction of
13 domestic violence.

14
15 The contractor shall not employ any individual who is not a United States citizen unless otherwise
16 approved by the USMS COR. Citizens of the United States include those who were: born in the
17 United States (the fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S.
18 Virgin Islands; born outside the United States to parents who are citizens of the United States, one of
19 which was physically present in the United States or one of its outlying possessions for a continuous
20 period of one year at any time prior to the birth of the person (in some situations only one person has
21 to be a citizen); naturalized as a United States Citizen; or otherwise granted citizenship under
22 authorities described in law, beginning at 8 U.S.C. 1401.

23
24 Employment Eligibility - The contractor will agree that each employee working on this contract will
25 successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by
26 USCIS to establish work authorization.

27
28 The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification
29 Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social
30 Security Administration (SSA) that allows participating employers to electronically verify the
31 employment eligibility of their newly hired employees.

32
33 E-Verify represents the best means currently available for employers to verify the work authorization
34 of their employees.

35
36 The Contractor must agree that each employee working on this contract will have a Social Security
37 Card issued and approved by the Social Security Administration. The Contractor shall be responsible
38 to the Government for acts and omissions of his own employees and for any Subcontractor(s)
39 and their employees.

40
41 Subject to existing law, regulations and/ or other provisions of this contract, Non-US citizens,
42 including Lawful Permanent Residents (LPRs), illegal or undocumented aliens will not be employed
43 by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly

1 incorporated into any and all Subcontracts or subordinate agreements issued in support of this
2 contract.

3
4 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying
5 for a position: (1) resided in the United States three of the past five years; (2) worked for the United
6 States overseas in a federal or military capacity; or, (3) been a dependent of a federal or military
7 employee serving overseas.

8
9 The USMS will have final approval for non-citizen and non-residency employment for all potential
10 employees and subcontractors.

11
12 The contractor shall maintain verification of training and experience which shall include credentials
13 for all professional staff. All credentials shall be kept current and maintained for the duration of the
14 individual's performance under the contract.

15
16 C.8.A.9.2 Employment Agreement

17
18 In the absence of a collective bargaining agreement, the contractor must enter into a written
19 employment agreement with each employee assigned to work at the contractor's facility. This
20 agreement must provide that, in recognition of the public safety requirements for uninterrupted
21 services at the contractor's facility and in return for adequate consideration, including grievance
22 procedures, the contractor employee agrees not to strike or otherwise interrupt normal operations at
23 the contractor's facility without giving 10 days advance written notice. The contractor shall ensure
24 that a contingency plan covering work actions or strikes is developed and maintained in a secure
25 location. In the event the contractor negotiates collective bargaining agreements applicable to the
26 work force under the contract, the contractor must use its best efforts to ensure such agreements
27 contain provisions designed to assure continuity of services. All such agreements entered into during
28 the contract period of performance should provide that grievances and disputes involving the
29 interpretation or application of the agreement will be settled without resorting to strike, lockout, or
30 other interruption of normal operations.

31
32 For this purpose, each collective bargaining agreement should provide an effective grievance
33 procedure with arbitration as its final step, unless the parties mutually agree upon some other method
34 of assuring continuity of operations. As part of such agreements, management and labor should
35 agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall
36 include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective
37 services.

38
39 C.8.A.9.3 Key Personnel

40
41 The following are key personnel with respective minimum qualification requirements the contractor
42 should consider as critical for performance of the contract. The contractor may use other titles.
43 Contractors who propose not to provide these positions must explain how required services will be

1 provided. Within 15 days of contract award, the contractor shall submit a written request to the COR
2 for conditional contractor employment approval of the Warden(s) and Associate Warden(s) and
3 Transportation Supervisor/Coordinator. The fifteen day period may be extended for the Warden(s)
4 and Associate Warden(s) positions, if requested in writing by the contractor and approved by the CO.
5

6 **Facility Activation Coordinator** – Knowledge of program objectives, policies, procedures and
7 requirements for activating a secure detention and/or correctional facility. The individual shall have
8 minimum of 5 years’ experience in the management of a detention or correctional facility at the level
9 of Associate Warden Level or above, and have prior experience managing the activation of secure
10 detention and/or correctional facility. This position will be staffed until the Warden’s position is
11 activated upon issuance of the Notice to Proceed.
12

13 **Warden(s)/Facility/Administrator** - Knowledge of program objectives, policies, procedures and
14 requirements for managing a secure detention and/or correctional facility. The individual shall have
15 minimum of 10 years’ experience in the management of a detention or correctional facility with 5 of
16 those 10 years being at the level of Associate Warden Level or above.
17

18 **Associate Warden(s)/Assitant Facility Administrator** - Knowledge of program objectives,
19 policies, procedures and requirements for managing a detention and/or correctional facility. The
20 individual shall have minimum of 10 years’ experience in detention or correctional facility with a
21 minimum of 5 years of experience as a mid-level manager in a detention or correctional facility.
22

23 **Transportation Supervisor/Coordinator** – The Transportation Supervisor/Coordinator shall have
24 knowledge of transportation program objectives, policies, procedures and requirements for managing
25 a secure prisoner movement. The Individual shall have a minimum of 5 years’ experience in
26 prisoner transportation services and meet the criteria of transportation officer.
27

28 All key personnel are full-time employees. They work on-site at the facility except for the
29 Transportation Supervisor/Coordinator as this key position will be directed by the USMS. Key
30 personnel shall devote 100 percent of their working time to the federal contract. The contractor shall
31 identify to the COR/CO key personnel employed at the facility and other site locations.
32

- 33 1) Full-time employment is 40 hours per week on-site.
- 34
- 35 2) The contractor shall staff three (3) key personnel positions. They are the Warden,
36 Associate Warden, and Transportation Supervisor/Coordinator.
37

38 The Contract Officer shall approve changes of the key personnel before they are employed in a key
39 personnel position. The contractor shall staff all key personnel positions throughout the performance
40 of the contract. The contractor shall notify the COR/CO in writing if key personnel vacate a position
41 permanently and indicate when a replacement will be made. The notification shall occur five days
42 after the vacancy.
43

1 C.8.A.9.4 Essential Personnel

2
3 The essential personnel listed below are commonly referred to as department heads with the
4 following qualification requirements considered critical for the performance of this contract:
5 knowledge of program objectives, policies, procedures and requirements specific to their department.

6 A minimum of five (5) years' experience specific to their department is required.

7
8 Administrator, Religious Services

9 Housing Unit Manager

10 Chief, Detention/Correctional Services

11 Security Shift Supervisors

12 Intelligence Officer

13 Facilities Manager/Administrator

14 Food Service Administrator

15 Inmate Systems/Records Office Manager

16 Medical/Health Services Administrator

17 Quality Control Manager

18 Safety/Environmental Specialist

19 The Administrator, Religious Services shall be certified by the American Correctional
20 Chaplains Association.

21
22 The Intelligence Officer shall be responsible for the collection and dissemination information
23 regarding issues affecting safety, security and the orderly running of the facility. This information
24 should include, but not be limited to: gang affiliations; detainee threats domestic terrorist groups;
25 tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives,
26 and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information;
27 detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor
28 shall share intelligence information with the USMS.

29
30 C.8.A.9.5 Prisoner Processing

31
32 The contractor shall assist in the performance of the following core tasks:

- 33
- 34 • Provide liaison services between the contractor and USMS in the area of prisoner issues (such
35 as but not limited to transportation, medical, etc.);
 - 36
 - 37 • The processing of Judgment & Commitment Orders;
 - 38
 - 39 • The assembling and processing request for designation packages, submitting of packages to
40 the Bureau of Prisons;
 - 41
 - 42 • Provide assistance on a quarterly basis for the verification of Detainers;

- Updating prisoner medical information in the USMS Justice Detainee Information System (JDIS).
- Updating prisoner statuses in the JDIS system to reflect their phase in the designation process;
- Generating (b) (7)(E) and other entries as deemed necessary by the USMS.
- Processing designations received by and submitting requests for (b) (7)(E) to the Justice Prisoner and Alien Transportation System (JPATS).

(USMS Prisoner Operations will provide training in the use of JDIS)

Personnel: Contractor will assign a maximum of two (2) personnel, from the Staffing Plan within the current proposal for detention services to perform the above tasks. Work period will be 8-hour-day/40 hours per week.

Place of Performance: USMS, within local district offices, will provide the contractor with space Monday through Friday in its facilities for performance.

Government Furnished Items: USMS will provide a reasonable amount of office equipment and supplies to the contractor for performance.

Security: It shall be understood that throughout the performance of this contract, the contractor will have access to information that is the sole property of the federal government and/or other organizations. The contractor and staff will be required to enter into a confidentiality agreement with USMS that ensures the non-disclosure of information relating to this project outside of USMS and other agencies or organizations identified by USMS.

C.9.A.9.6 Staff Vacancies

The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the Contracting Officer (CO) for approval prior to implementation.

Staffing levels shall not fall below a monthly average (b) (7)(E) for Detention Security Services, (b) (7)(E) for Medical Services and (b) (7)(E) for all other departments of the United States Marshal Service (USMS) approved staffing plan. Staffing levels for all departments other than Detention Security Services and Medical Services will be calculated in the aggregate.

1 Each month, the contractor shall submit to the CO the current average monthly vacancy rate, by
2 department, and indicate any individual positions that have been vacant more than 30 days.
3 Individual vacancies of 120 days or greater will be deducted by the contractor from the monthly
4 invoice. The contractor will calculate the deduction retroactive from the day one of the vacancy and
5 continue the deduction until the vacancy replacement's entry on duty (EOD) date, excluding the days
6 for the USMS conditional approval process. Vacancy self-deductions shall be itemized on the
7 monthly invoice.

8
9 Positions not on the approved staffing plan shall not be used to offset staffing vacancies unless the
10 contractor receives prior written authorization from the CO.

11
12 Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by
13 shift and for each post, shall be maintained for the facility for six years. Correctional staff
14 assignment rosters will correspond to the facility's contract staffing plan.

15
16 C.8.A.9.7 Subcontractors

17
18 Definitions:

19
20 Full-time subcontractor - an individual performing work in the contract facility which requires
21 performance in excess of 30 or more total days or 240 hours which can be accrued
22 incrementally (i.e. 2 hours per week, 3 days per week) or in a one month period. All full-time
23 subcontractors must complete the Employment Procedures established in Section C.8.A.9.1.

24
25 Part-time subcontractor - an individual performing work in the contract facility which requires
26 performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours
27 per week, 3 days per week) or 29 days. Part-time subcontractors who have not completed the
28 Employment Procedures established in Section C.8.A.9.1 are to be escorted at all times while
29 in the facility.

30
31 The contractor shall develop written procedures for the security and supervision of subcontractors
32 that work on this contract. The procedures shall include record keeping, identification badges and
33 escort protocols. The contractor shall include these procedures in the contractor's personnel
34 procedures manual.

35
36 The contractor, at a minimum, must complete the following for all part-time subcontractors:

37
38 Pass the DHS Employment Eligibility Verification (E-Verify) program.

39 Coordinate with the assigned USMS COR the process for USMS staff to conduct criminal history
40 checks (National Crime Information Center (NCIC) and National Law Enforcement
41 Telecommunication System (NLETS) check performed on prospective employee.

42
43 In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the

1 following circumstances:

- 2
- 3 • Knows any person or has any relatives who are currently incarcerated in the facility;
- 4 • Has any criminal charges currently pending;
- 5 • Is currently under any incarceration order, probation, or court supervision.
- 6

7 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains
8 authority to approve all subcontractors who have contact with federal Prisoners/Detainees under the
9 terms of this contract.

10
11 C.8.A.9.8 Volunteers

12
13 The contractor shall develop written procedures for the use, security and supervision of volunteers.
14 The procedures shall outline record keeping, identification badges and escort protocols. The
15 contractor shall include these procedures in the Personnel Policy Manual.

16
17 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or
18 passes.

19
20 The contractor shall coordinate with the assigned USMS COR the process for USMS staff to conduct
21 criminal history checks (National Crime Information Center (NCIC) and National Law Enforcement
22 Telecommunication System (NLETS) check performed on prospective volunteers.

23
24 The contractor, at a minimum, shall review the following: the volunteer's personal information and
25 criminal background information (i.e., NCIC and law enforcement agency checks) to determine if the
26 applicant is suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into
27 the facility.

28
29 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains
30 authority to approve all volunteers who have contact with federal Prisoners/Detainees under the
31 terms of this contract.

32
33 C.8.A.9.9 Translators and Bilingual Staffing: When the detainee population is predominantly
34 Spanish speaking, the contractor shall ensure that its line staff is sufficient in the Spanish language.
35 Further, the responsibility for providing necessary translators or bilingual personnel for
36 communication with detainees who do not speak or comprehend the English language is the
37 contractor. Other than emergency situations, federal Prisoners/Detainees shall not be used for
38 translation services.

39
40 C.8.A.10 Staff Training

41
42 The contractor shall ensure employees receive training in compliance with FPBDS Section A.10.

1 The Contractor shall establish an overall written training program for all employees which
2 incorporates, at a minimum, the training requirements set forth in the ACA standards and the
3 FPBDS. The Contractor shall develop and implement a comprehensive staff training program
4 addressing the institution's sexual abuse/assault prevention and intervention programs. Written
5 policy, procedure and practice shall provide that all staff, to include volunteers, receive such training
6 prior to entering on duty (EOD) and on an annual basis as part of the institution's in-service training
7 plan.

8
9 Pre-service and in-service training shall be augmented with specialized training for appropriate staff
10 (e.g., case managers, counselors, psychology services staff, chaplaincy staff, correctional officers,
11 investigator officials, health/mental health care providers, etc.).

12
13 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance
14 control instructors shall be used to conduct emergency training at the facility. Certification must be
15 from a Government-approved federal, state, or county training academy or program. The use and
16 carrying of weapons for training shall meet all federal, state, and local laws and regulations. The
17 training plan should be submitted at time of proposal. Any change to the Contractor's training plan
18 is required to be submitted in writing to the COR for review and approval prior to implementation.

19 20 C.8.A.11 Emergency Plans

21
22 The contractor shall develop and maintain emergency plans in accordance with FPBDS Section
23 A.11.

24
25 The contractor shall submit (not later than 60 days prior to requested NTP an institution emergency
26 plan. The plan shall receive the concurrence of the COR prior to implementation and shall not be
27 modified without the written concurrence of the COR. *The plan must contain written agreements*
28 *with appropriate state and local authorities that provide for notification and requests for assistance*
29 *in the event of incidents that may have an adverse impact on the community.*

30
31 The plan shall also include provisions for one or more disturbance control teams. Protective clothing
32 and equipment for each team member and (b) (7)(E) of all additional facility staff members shall be
33 provided by the Contractor, and maintained in a secure location outside the secure perimeter of the
34 facility. Any decision by the DOJ or other federal agencies to provide and/or direct emergency
35 assistance will be at the discretion of the Federal Government. The Contractor shall reimburse the
36 Government for any and all expenses incurred in providing such assistance.

37 38 C.8.A.12 External Agency Notifications

39 The contractor shall notify the USMS of incidents in accordance with FPBDS Section A.12.

40
41 Incident notifications shall not be delegated below the level of Assistant Chief of Security/Unit
42 Management or Administrative Duty Officer. USMS District points of contact and reporting
43 methodologies will be established by the on-site COR. Initial notifications may be telephonic with a

1 written report being submitted within 24-hours of the incident. At minimum written reports of an
2 incident shall include the information equal to what is required by the (b) (7)(E) .

3
4 The Government may investigate any incident pertaining to performance of this contract. The
5 Contractor shall cooperate with the Government on all such investigations.

6
7 Escapes: The Contractor shall notify the appropriate USMS' Duty Officer, COR and local Law
8 Enforcement officials immediately of any USMS' detainee escape or attempted escape. Corrective
9 actions shall be taken immediately and verbally communicated to the COR. A written report of the
10 escape or attempted escape and the remedial action shall be (b) (7)(E) . The
11 Contractor assumes absolute liability for the escape of any federal prisoner in its custody.

12 13 C.8.B HEALTH CARE

14
15 The Contractor shall ensure medical/health care provided to detainees is compliant with the FPBDS
16 Functional Area B, Health Care, and the applicable standards and levels of quality established by
17 ACA and NCCHC. In addition, the Contractor shall adhere to all applicable federal, state and local
18 laws, regulations, and guidelines governing delivery of health services in accordance with USMS'
19 Prisoner Health Care Standards (Pub. 100) and the USMS' Health Care Policies. Questions on
20 standards will be resolved by the Office Medical Operations (OMO), POD in conjunction with the
21 Contracting Officer.

22
23 Prior to issuance of NTP, the Contractor shall designate in writing the Health Authority (HA) for the
24 facility that shall be responsible for the delivery of health services under the contract. Only a
25 licensed physician may be appointed as the facility Health Authority. The HA shall have full
26 authority to act on behalf of the Contractor on all matters relating to the operation of the health
27 services portion of the contract.

28
29 The contractor is responsible for the costs of all health care provided inside the contract detention
30 facility, including all medications included in the facility formulary. Non-formulary medications
31 must be pre-approved by OIMS. The Contractor shall utilize USMS established managed care
32 provider networks where available. Where none are available, the Contractor will coordinate in
33 advance with OIMS before establishing any local care arrangements. Where necessary, the
34 Contractor shall establish arrangements with local health care providers to provide emergency
35 medical care and medically necessary health care provided outside the facility. The contractor shall
36 notify all outside medical care providers in advance that the rate of reimbursement for USMS'
37 Prisoners is not to exceed Medicare rates.

38
39 The contractor is not responsible for the costs of emergency and pre-approved outside medical care
40 provided by off-premises health care providers. The contractor shall direct all off-premises health
41 care providers to submit bills for USMS' Prisoners directly to the contractor for review and
42 submission to the appropriate USMS' District Office for certification, processing and payment to the
43 third party providers. All medical billing incurred for ICE and BOP detainees will be directed to

1 ICE or the BOP for review and payment.

2
3 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' prisoners shall
4 require pre-authorization through the COR or designee in consultation with OIMS to ensure
5 consistency with USMS' Prisoner Health Care Standards. If pre-authorization is not obtained, the
6 Contractor is responsible for the unauthorized medical care. Outside emergency care requires a
7 confirmatory notification the next business day to the USMS' District Office.

8
9 C.8.B.1 Health Care Administration: The Contractor shall administer the facility health care
10 operation in accordance with FPBDS Section B.1.

11
12 C.8.B.2 Intake Health Screening: The Contractor shall conduct Intake Health Screenings of all
13 detainees in accordance with FPBDS Section B.2. TB testing shall be documented on a (b) (7)(E).
14 Prisoners that refuse to submit to TB testing are to be reported to the U.S. Marshal and OMO
15 immediately in order that a Federal Court order can be issued to mandate such testing. The facility
16 will provide digital radiological services which will enable same day diagnosis.

17
18 C.8.B.3 Medical, Mental Health, and Dental Appraisals: The Contractor shall conduct medical,
19 mental health and dental appraisals of all detainees in accordance with FPBDS Section B.3.

20
21 C.8.B.4 Access to Health Care: The Contractor shall ensure detainees have access to health care
22 services in accordance with FPBDS Section B.4.

23
24 C.8.B.5 Provision of Health Care: Detainee health care provided by the contractor shall be
25 compliant with FPBDS Section B.5. All in house health care services shall be provided within the
26 appropriate clinical setting.

27
28 C.8.B.6 Incident Health Care: The Contractor shall respond to detainee suicides, hunger strikes,
29 the need for medical restraints/therapeutic seclusion, sexual assault, deaths, and placement in
30 restrictive housing in a manner which is compliant with FPBDS Section B.6.

31
32 C.8.C SECURITY AND CONTROL

33
34 C.8.C.1 Correctional Supervision: The Contractor shall maintain correctional supervision in
35 compliance with FPBDS Section C.1.

36
37 C.8.C.2 Detainee Accountability: The Contractor shall maintain accountability of detainees in
38 accordance with FPBDS Section C.2. Count documents shall be maintained for a minimum of 30
39 days.

40
41 C.8.C.3 Control of Contraband: The Contractor shall maintain methods of controlling the
42 introduction and possession of contraband in accordance with FPBDS Section C.3.

1 C.8.C.4 Use of Force/Non-Routine Application of Restraints: The contractor shall ensure all
2 Use of Force/Non-Routine Application of Restraints comply with FPBDS Section C.4 and USMS
3 Policy Directive 14.15, Use of Force. In addition to the Use of Force/Non-Routine Application of
4 Restraints reporting requirements identified in SOO Section C.8.A.12, the contract shall provide the
5 USMS COR of the results of incident review required by FPBDS C.4.9 (b) (7)(E)
6 [REDACTED]

7
8 C.8.C.5 Weapons Control

9 Procedures governing the availability, control, and use of firearms, less lethal devices, and related
10 security devices shall comply with FPBDS Section C.5.

11
12 The Contractor shall submit to the COR a proposed inventory of intervention equipment (e.g.,
13 (b) (7)(E) intended for use during
14 performance of this contract. The COR, prior to issuance of the NTP, shall approve the intervention
15 equipment. The approved intervention equipment inventory shall not be modified without prior
16 written approval of the CO. (Use of any (b) (7)(E) must be covered by
17 written policy and procedures and staff adequately trained in such use). Carrying or the use of
18 personal or privately owned firearms while on duty is prohibited.

19
20 The contractor shall store weapons and munitions in an armory. Only facility staff authorized to
21 issue weapons shall be granted access to the weapons storage area of the armory. With the exception
22 of the armorer, authorization to issue weapons shall not be delegated below the level of assistant shift
23 supervisor.

24
25 C.8.C.6 Keys, Tools, and Medical Equipment Control: Control of keys, tools, and medical
26 equipment shall comply with FPBDS Section C.6.

27
28 C.8.C.7 Post Orders: Written correctional post orders shall comply with FPBDS Section C.7.

29
30 C.8.C.8 Detainee Discipline: The detainee disciplinary process shall comply with FPBDS
31 Section C.8.

32
33 C.8.C.9 Restrictive Housing: The contractor shall operate restrictive housing units in accordance
34 with FPBDS Section C.9, and the January 2016, U.S. Department of Justice, Report and
35 Recommendations, Concerning the Use of Restrictive Housing.

36
37 C.8.C.10 Detainee Transportation: The contractor shall be required to provide armed guards and
38 transportation services as required by the United States Marshals Service (USMS), to transport
39 detainees to and from courthouse, hospitals, medical visits/appointments, detention facilities, JPATS
40 sites (Section J – Attachment #), and provide perimeter security.
41 These services shall be provided in compliance with FPBDS Section C.10, Detainee Transportation,
42 USMS Policy Directives (9.17 Body Searches; 9.18 Restraining Devices; 9.21 In-District Prisoner
43 Movements) and the criteria identified in this section.

1
2 C.8.C.10.a Staffing:

3
4 In addition to meeting the staffing and training requirements identified in contract sections C.8.A.9
5 and C.8.A.10, Transportation Officers will have a minimum of three years of full-time experience in
6 law enforcement with powers of arrest, or as a Corrections/Detention Officer, or military police with
7 experience in security matters related to prisoner handling and detention on a regular basis. If retired
8 or separated from jobs related to mandatory experience, the Transportation Officer's retirement or
9 separation must be no more than five years prior to performance of contract service.

10
11 C.8.C.10.b Weapons:

12 The Contractor is responsible for ensuring Transportation Officers and Officers assigned to Armed
13 Posts are properly armed with a revolver or semi-automatic pistol with the following specifications:

- 14
15 • (b) (7)(E)
16
17
18 • (b) (7)(E)
19
20
21
22 • (b) (7)(E)
23

24 Firearms will be maintained in a clean and serviceable condition. The use of privately owned
25 firearms is prohibited. The COR must authorize the use of long guns; however, long guns are not
26 authorized for use instead of a pistol.

27
28 C.8.C.10.c Ammunition:

29
30 Ammunition is (b) (7)(E)
31 Only ammunition authorized by Ammunition Supply Information provided by USMS
32 Policy Directive 14.11, Firearms, may be used. No other ammunition is authorized for duty use,
33 qualification, or training.

34
35 C.8.C.10.d Holsters:

- 36
37 • Weapons shall be carried in a holster designed to be worn on the strong-side hip with the
38 following specifications:
39
40 • (b) (7)(E)
41
42
43 • (b) (7)(E)

1 (b) (7)(E)

2 [REDACTED]

6
7 C.8.C.10.e Restraint Equipment:

8
9 Restraint equipment shall comply National Institute of Justice (NIJ) standards.

10
11 C.8.C.10.f Uniforms/Identification:

12
13 The Contractor will provide uniforms for all Transportation Officers performing services under this
14 contract. Transportation Officer uniforms will be distinctly different from USMS uniforms, will
15 have no USMS logos, markings, or references to the USMS.

16
17 The Contractor will provide Transportation Officers with standard identification cards or badges,
18 which do not contain any markings depicting the USMS badge, seal, or any wording associated with
19 USMS.

20
21 C.8.C.10.g Firearms Testing and Licensing:

22
23 The Contractor will test Transportation Officers and Officers assigned Armed Posts to determine
24 weapons handling proficiency prior to the officers providing services. Weapons proficiency testing
25 must be conducted by a certified firearms instructor meeting the requirements of the state.
26 Retesting will be done annually and should occur within 60 days prior to the anniversary of the
27 original test.

28
29 The contractor shall utilize the USMS Primary Handgun Course of Fire (Effective Date: February
30 18, 2015) if the COR determines the annual state firearms certification course of fire requirements
31 are insufficient.

32
33 USMS will not reimburse, nor will the Contractor bill for any hours or related costs associated with
34 the weapons proficiency qualification.

35
36 The Contractor will record all firearms qualifications and familiarizations on a (b) (7)(E)
37 [REDACTED] or similar form. The Contractor will maintain the firearms
38 qualification record and provide the form to USMS COR upon request.

39
40 The Contractor will comply with all licensing requirements to include Guard Registration Cards if
41 applicable for armed security contractors in the State or States of operation.

42
43 Transportation Officers will have current State Registration and Firearm Carry Permits.

1
2 C.8.C.10.h Hospital Admissions:
3

4 The Contractor will notify the USMS immediately upon notification of detainee admission to the
5 hospital facility. The detainee will remain in contractor custody after admission and for the duration
6 of the hospital stay or until transferred to USMS custody at the discretion of USMS COR.
7

8 Once a detainee is admitted to a hospital Transportation Officers will record all activities occurring
9 during the shift relative to a specific detainee/detail in an Activity Log. The Contractor will maintain
10 Activity Logs for the period of the contract. A Facility Security Supervisor will conduct
11 unannounced security checks on hospital details at least once per shift; the date/time and results of
12 these inspections will be recorded in the Activity Logs.
13

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22

23 C.8.D FOOD SERVICE

24
25 C.8.D.1 Food Service Administration: The Contractor shall comply with FPBDS Section D.1.
26

27 C.8.D.2 Food Service Employee/Worker Health: The Contractor shall comply with FPBDS
28 Section D.2. FPBDS D.2.5 requires food service employees/workers are required to wear clean outer
29 clothing to prevent contamination of food, equipment and utensils. Detainee food service workers
30 shall be issued uniforms which are distinct from general population uniforms and of an appearance
31 and color which would facilitate the visual inspection of reporting workers.
32

33 C.8.D.3 Food Storage and Preparation: The Contractor shall comply with FPBDS Section D.3.
34

35 C.8.D.4 Equipment, Utensils, and Linens: The Contractor shall comply with FPBDS Section
36 D.4.
37

38 C.8.D.5 Detainee Meals and Special Diets: The Contractor shall comply with FPBDS Section
39 D.5.
40

41 C.8.F SAFETY AND SANITATION
42

1 The facility operation and maintenance shall ensure that Prisoners/Detainees are housed in a safe,
2 secure and humane manner. All equipment, supplies and services shall be Contractor furnished
3 except as otherwise noted.

4
5 The facility, whether new construction or an existing physical plant, shall be designed, constructed,
6 operated and maintained in accordance with all applicable federal, state and local laws, regulations,
7 codes, guidelines and policies. In the event of a conflict between federal, state, or local codes,
8 regulations or requirements, the most stringent shall apply. In the event there is more than one
9 reference to a safety, health or environmental requirement in an applicable law, standard, code,
10 regulation or Government policy, the most stringent requirement shall apply.

11
12 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619,
13 which stipulates compliance with nationally recognized codes and comply with the latest edition in
14 effect on the date of proposal submission of one of the following codes:

- 15
16 A. The Uniform Building Code (UBC), with the state of facility location's Amendments
17 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
18 C. The Standard Building Code (SBC)

19
20 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA
21 NBC or SBC, then the facility shall comply with the BOCA NBC.

22
23 No matter whether new construction or existing physical plant, fire protection and life safety issues
24 shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code
25 for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC),
26 should conflicts occur between NBC and NFC, NFC shall apply.

27
28 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the
29 Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The
30 seismic safety requirements as set forth in either the 1991 International Conference of Building
31 Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code
32 Congress) or SBC are the minimum standards. If the code applicable for the state in which the
33 facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

34
35 The facility, whether new construction or existing physical plant, shall comply with the requirements
36 of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended.

37 The standards for facility accessibility by physically handicapped persons as set forth in "Uniform
38 Federal Accessibility Standards" (UFAS) shall apply. All areas of the buildings and site shall meet
39 these requirements.

40
41 Activities which are implemented, in whole or in part, with federal funds must comply with
42 applicable legislation and regulations established to protect the human or physical environment and
43 to ensure public opportunity for review. The Contractor shall remain in compliance with federal

1 statutes during performance of the contract including, but not limited to the following acts: Clean
2 Air, Clean Water, Endangered Species, Resources Conservation and Recovery, and other applicable
3 laws, regulations and requirements. The Contractor shall also comply with all applicable limitations
4 and mitigation identified in any Environmental Assessment or Environmental Impact Statement
5 prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42
6 U.S.C. 4321.

7
8 A safety program shall be maintained in compliance with all applicable federal, state and local laws,
9 statutes, regulations and codes. The Contractor shall comply with the requirements of the
10 Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 C.F.R.
11 1910 and 1926.

12
13 For new construction or existing physical plant, final and completed, the Contractor, prior to
14 issuance of the NTP, shall submit design/construction documents to the CO. For all new
15 construction, the construction schedule shall be updated to reflect current progress and submitted to
16 the CO on a monthly basis. DOJ/USMS' staff will make periodic visits during construction to verify
17 Contractor progress and compliance with contract requirements.

18
19 As-built drawings and current drawings of the buildings and site utilities shall be maintained in a
20 secure location during construction and contract performance. These updates shall be provided to
21 the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and
22 sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations;
23 modifications; additions; etc. Prior to receipt of the NTP, the Contractor shall provide the COR and
24 CO with copies of all certificates of compliance indicating that the facility has met all applicable
25 federal, state and local applicable codes. When these certificates are renewed or updated, copies
26 must be provided to the COR and CO to show continued compliance. Two copies of the as-built
27 drawings shall be provided to the COR not later than 90 days after issuance of the NTP.

28
29 Promptly after the occurrence of any physical damage to the institution (including disturbances), the
30 Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to
31 repair such damage, to rebuild or restore the institution.

32
33 C.8.F.1 Fire Safety and Chemical Control: The Contractor shall comply with FPBDS Section
34 F.1.

35
36 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for
37 any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance,
38 any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance
39 of the contract or any substance, material, equipment, or facility utilized. For the purposes of any
40 environmental statute or regulation, the Contractor shall be considered the "owner and operator" for
41 any facility utilized in the performance of the contract, and shall indemnify and hold the Government
42 harmless for the failure to adhere to any applicable law or regulation established to protect the human
43 or physical environment. The Contractor shall be responsible in the same manner as above regardless

1 of whether activities leading to or causing a spill, release, emission or discharge are performed by the
2 Contractor, its agent or designee, a detainee, visitors, or any third party. If a spill(s) or release(s) of
3 any substance into the environment occurs, the Contractor shall immediately report the incident to
4 the CO. The liability for the spill or release of such substances rests solely with the Contractor and
5 its agent.

6
7 C.8.F.2 Sanitation and Environmental Control: The Contractor shall comply with FPBDS
8 Section F.2.

9
10 C.8.F.3 Clothing and Bedding: The Contractor shall comply with FPBDS Section F.3.

11
12 C.8.F.4 Detainee Hygiene: The Contractor shall comply with FPBDS Section F.4.

13
14 C.8.F.5 Emergency Power and Communication: The Contractor shall comply with FPBDS
15 Section F.5.

16
17 C.8.G SERVICES AND PROGRAMS

18
19 C.8.G.1 Classification and Housing: The Contractor shall comply with FPBDS Section G.1

20
21 The contractor shall ensure detainees committed to the custody of the Attorney General under a
22 Detention Order for confinement in a corrections facility separate, to the extent practicable, from
23 prisoners awaiting or serving sentences or being held in care, custody and control of the U.S.
24 Marshals Service for any variety of reasons. The contractor shall review Title 18, Part II, Chapter
25 207, USC 3142.

26
27 C.8.G.2 Access to the Courts and Legal Materials: The Contractor shall comply with FPBDS
28 Section G.2. Attorney visitation procedures shall not be more restrictive than the attorney visitation
29 procedures identified in BOP Program Statement 1315.07, Legal Activities, Inmate. With the
30 exception of BOP policies, the Contractor shall maintain a law library with sufficient capacity to
31 accommodate access by the detainee population and which contains the legal materials identified in
32 Attachment A of BOP Program Statement 1315.07.

33
34 C.8.G.3 Mail: The Contractor shall comply with FPBDS Section G.3.

35
36 C.8.G.4 Telephones: The Contractor shall comply with FPBDS Section G.4.

37
38 If authorized to do so under applicable law, the Contractor shall monitor and record detainee
39 conversations. If detainee's telephone conversations can be monitored under applicable law, the
40 Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor
41 shall also provide procedures at the facility for detainees to be able to place unmonitored telephone
42 calls to their attorneys.

1 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable
2 federal, state and local telephone regulations. Any income received by the contractor as a result of
3 prisoner telephone calls which is in excess of expenses incurred, to include refunds/rebates from
4 carriers, shall offset the cost of this contract. The contractor shall retain copies of any contracts
5 between the contractor and the detainee telephone system provider(s). The contractor shall retain
6 copies of all documentation in support of any agreement that the contractor has regarding income,
7 refunds, rebates and other monetary or non-monetary reimbursements involving the detainee's
8 telephone system. The contractor shall also provide copies of all invoices and other documentation
9 of expenses incurred and incomes received in regards to the detainee's telephone system with its
10 monthly request for contract payment and apply the credit against the monthly payment.

11
12 C.8.G.5 Religious Programs: The Contractor shall comply with FPBDS Section G.5.

13
14 C.8.G.6 Recreation: The Contractor shall comply with FPBDS Section G.6. Recreation areas
15 shall be compliant with ACA standards 4-ALDF-5C-03 and 4-ALDF-5C-04.

16
17 C.8.G.7 Visitation: The Contractor shall comply with FPBDS Section G.7. Social visits shall be
18 non-contact, in a room designated to meet non-contact visitation integrity. The contractor shall have
19 procedures and policy to clear all visitors, including attorneys prior to those individuals visiting the
20 Prisoners/Detainee. The contractor shall not allow any media visitation without the prior written
21 approval of the USMS.

22
23 The contractor shall provide two private sound proof secured rooms to allow the Prisoners/Detainees
24 to view and/or listen in private, using Compact Disk format (CD) of legal discovery while
25 maintaining institutional security.

26
27 C.8.G.8 Work Programs: The Contractor shall comply with FPBDS Section G.8.

28
29 USMS Prisoners/Detainees with suicidal tendencies, escape history, violent history, gang affiliations
30 or with retainers for pending charges with other local, state or federal agencies will not be considered
31 for the volunteer program. USMS' Prisoners/Detainees are not permitted to act as Trustees and they
32 may not work in positions that permit unsupervised contact with segregated prisoners or detainees of
33 the opposite sex. The USMS' Prisoners/Detainees are restricted from operating equipment that may
34 expose the prisoners to grave bodily harm or any work assignment requiring security risk items and
35 controlled tools which could be used to facilitate an escape or used as a weapon that could endanger
36 staff, citizens or other inmates.

37
38 The Prisoners/Detainee work program shall not conflict with any other requirements of the contract
39 and must comply with all applicable laws and regulations. Prisoners/Detainees shall not be used to
40 perform the responsibilities or duties of an employee of the Contractor. Appropriate
41 safety/protective clothing and equipment shall be provided to Prisoners/Detainee workers as
42 appropriate. Prisoners/Detainees shall not be assigned work that is considered hazardous or

1 dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme
2 temperatures, use of toxic substances and unusual physical demands.

3
4 C.8.G.9 Grievance Program: The Contractor shall comply with FPBDS Section G.9.

5
6 C.8.G.10 Commissary: The Contractor shall operate a Commissary/Canteen from which detainees
7 can purchase approved items that are not furnished by the facility. Allowable USMS detainee
8 property is limited to the items identified in Section C.8.A.5; therefore commissary sales shall
9 include a notification to the detainee of the requirement to dispose of the commissary items prior
10 their transfer from the facility.

11
12 Commissary funds shall be maintained separately using Generally Accepted Accounting Principles
13 (GAAP). The annual financial review of the commissary operation shall be provided to the COR.

14
15 Excess revenues (profits) may not be used for the personal benefit of individual detainees, but to
16 provide benefit or the opportunity to benefit all detainees. In addition, profits may not be used to
17 purchase items the Contractor is required to provide and/or maintain. Any expenditure of funds for
18 the purpose of providing a general benefit to the detainee population shall be made after approval of
19 the COR or CO. The accumulated excess commissary revenues will be applied to the final contract
20 invoice payment.

21
22 C.8.K Prison Rape Elimination Act (PREA): The contractor is required to maintain PREA
23 certification in compliance with 28 CFR part 115, Department of Justice, National Standards to
24 Prevent, Detect, and Respond to Prison Rape.

25 http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf

26 PREA audit reports shall be provided to the COR within 30 days of issuance.

27 28 C.9 FACILITY PHYSICAL PLANT REQUIREMENTS

29
30 The Contractor shall maintain full compliance with ACA ALDF standards pertaining to: (1)
31 Physical Plant; (2) Inmate Housing; (3) Single Occupancy Cells; (4) Multiple Occupancy Cells; (5)
32 Cell Room Furnishings; (6) Dayrooms; (7) Washbasins; (8) Bathing Facilities; and (9) Toilets.
33 *Under no circumstances will the contractor fail to comply with the unencumbered space*
34 *requirements, a practice commonly referred to as Triple Bunking, without prior approval of the*
35 *Contracting Officer and the District's Chief Deputy U.S. Marshal.*

36
37 The Contractor shall provide and maintain an electronic security alarm system recording and/or
38 video surveillance system, which will identify any unauthorized access to the institution's secure
39 areas and perimeter.

40
41 The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure
42 perimeter with at least 1.5 candlepower per square foot in all areas.

1 ADA Compliance: New construction shall comply with the 2010 ADA Standards for Accessible
2 Design. A minimum of 3%, but no fewer than one, of the total number of cells in a facility shall
3 provide accessible mobility features shall be provided in each classification level.
4

5 Existing facilities shall also provide a minimum of 3%, but no fewer than one, of the total number of
6 cells being altered until at least 3%, but no fewer than one, of the total number of cells in a facility
7 shall provide accessible mobility features shall be provided in each classification level. However,
8 when alterations are made to specific cells, detention and correctional facility operators may satisfy
9 their obligation to provide the required number of cells with mobility features by providing the
10 required mobility features in substitute cells (cells other than those where alterations are originally
11 planned), provided that each substitute cell
12

13 (i) Is located within the same prison site;

14 (ii) Is integrated with other cells to the maximum extent feasible;

15 (iii) Has, at a minimum, equal physical access as the altered cells to areas used by inmates or
16 detainees for visitation, dining, recreation, educational programs, medical services, work
17 programs, religious services, and participation in other programs that the facility offers to
18 inmates or detainees.
19

20 C.10 DATA and PROPERTY RIGHTS: 21

22 The government will retain all rights and privileges to all data provided by USMS. The contractor
23 shall neither retain nor reproduce for private or commercial use any information or other materials
24 furnished or made available during performance. The contractor agrees not to assert any rights at
25 common law, or in equity, or establish any claim to statutory copyright in such data.
26

27 These rights are not exclusive and are in addition to any other rights and remedies to which USMS is
28 otherwise entitled elsewhere. All property rights, including publication rights, in the information and
29 materials first produced by the contractor in connection with performance shall vest with USMS.

Section D
Packaging and Marking

NOT USED

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(g) In accordance with the FAR 42.15, Contractor Performance Information, the Contractor's overall performance will be evaluated on a periodic basis. The evaluation will include, but not limited to:

- The Contractor's record of conforming to contract requirements, standards of good workmanship, technical and quality of services;
- The Contractor's adherence to contract schedules/timeliness, Management/business relations;
- The Contractor's performance against, and efforts to achieve, the goals identified in the small business subcontracting.

- Other (e.g., late or nonpayment to subcontractor, trafficking violation, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, termination, suspension and debarments)

(h) Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. Past performance under this contract will be evaluated in accordance with FAR 42.1503 and submitted to the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity System (FAPIS) through the Contractor Performance Assessment Reporting System (CPARS).

E.2 CONTRACTOR QUALITY CONTROL PLAN

The contractor shall develop, maintain and submit a Quality Control Plan (QCP) delineating the contractor's quality control program/inspection system to monitor and control their performance of services required in order to meet the requirements of the PWS. The program/inspection system shall explain in detail how the contractor shall sustain the quality of providing Comprehensive Detention Services.

E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

(a) The United States Marshals Services (USMS) Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not USMS, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the contractor to operate within acceptable quality levels. (b) In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to USMS inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The USMS's QAP is not a substitute for quality control by the contractor.

(c) The Contracting Officer's Representatives (COR) may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action for unsatisfactory performance.

(d) USMS may reduce the contractor's invoice or otherwise withhold payment for any individual item of nonconformance observed as specified below in the Contractor's Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

E.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the

Inspection of Services and Termination Clauses. Any reductions in the contractor's invoice shall reflect the contract's reduced value resulting from the contractor's failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

E.5 FACILITY REVIEW (YEARLY)

The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews will be done on more frequent bases if specified in the contract, or if facility performances are found to be substandard.

(A) Review Process - A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive a "Deficient" or "At-Risk" performance rating, the facility will undergo a follow-up review phase. An overall rating below Acceptable shall result in a reduction to the contractor's invoice for all costs associated with the performance of a follow-up review. If all of the facility's reviewed programs are judged to be Acceptable or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans.

(b) Discovery of Deficiencies The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. A deficiency is defined as a facility or facility administration problem or weakness noted by the review team that needs to be corrected. In its broadest sense, a deficiency includes any condition needing improvement, but the term deficiency also can be used to describe:

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession
- Lack of operating efficiency
- Failure to meet program objectives
- Nonconformance with a key standard within the Performance-Based Detention Standards

(1) For each deficiency in a program area discovered during the on-site review, the Review Team Coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the Review Team Coordinator will consider the risk presented by the deficiency to the facility's ability to effectively conform to the Performance-Based Detention Standards.

(2) If the Review Team Coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports the significant finding and will investigate its causes and effects for inclusion in the facility review report. Each significant finding presented in the report will describe the deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and potential effects,

suggest its probable cause, and identify required (binding) and recommended (non-binding) corrective action(s) to rectify the deficiency.

(3) Deficiencies deemed by the Review Team Coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance partly as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

(c) Life-Threatening Conditions and Public Safety Concerns Review team members will alert the Review Team Coordinator to any facility conditions that might pose a threat to detainee's lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the Review Team Coordinator confirms the conditions severity, he or she will discuss it with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

(d) Fraud, Abuse, and Illegal Acts The review team will inform the Review Team Coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The Review Team Coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

(e) Hindered Reviews Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staffs failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an At-Risk performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

(f) Cancellation of Reviews due to unforeseen circumstances scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The Review Team Coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original reviews postponement. A contractor can request a facility review postponement by formally submitting this request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

(g) Performance Ratings - During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the Performance-Based Detention Standards. The review team will use the following individual program performance ratings to assign an overall performance rating to the facility:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(h) Review Conclusions:

- (1) Review of Initial Review Report** The Review Board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the Review Team Coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings that appear inconsistent with the report narrative.
- (2) Transmittal of Report to Contractor** The Review Team Coordinator will make the stipulated report changes within 10 days after receiving comments from the Review Board, and will transmit the updated report to the Review Board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the Review Team Coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the Review Team Coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The Review Team Coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility

review reports issue. The facility Review Team Coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

- (3) **Appeals of Review Findings** If the contractor disagree with any findings, binding recommendation, or performance rating, he or she will submit a formal written appeal to the Review Board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The Review Board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the Review Board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the Review Team Coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the Review Team Coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review reports issue.

(i) Follow-up Review

- (1) **Communication of Corrective Actions Needed** For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the Review Team Coordinator and Contracting Officer within 30 days of the final facility review reports issue. The Review Team Coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies.
- (2) **Review of Completed Corrective Actions** The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the Review Team Coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The Review Team Coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an Acceptable level. The Review Team Coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

- (3) **Follow-Up Review Report** No later than 14 days after the end of the follow-up inspection, the Review Team Coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and Review Board. If no on-site review is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an Acceptable performance level or better. If the Review Team Coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, and the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.
- (4) **Appeals of Follow-Up Conclusions** If the Review Team Coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an Acceptable performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility's improvements meet the corrective actions prescribed. The Review Board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the Review Boards decision, if the Review Board agrees with the contractor's argument. The follow-up review and facility review will be closed and the Contracting Officer and the contractor will be notified of the closure. The next facility program reviews that will be scheduled.
- (5) **Filing and Retention of Review Report** When a facility review is closed, all reports completed as part of the facility review including completed and closed follow-up review reports will be included in the facility review file. An inventory of reports other background information regarding the facility's performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review files and set of support documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

E.6 INSPECTION BY REGULATORY AGENCIES

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall respond to all requests for information and inspection or review findings by regulatory agencies.

E.7 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the CORs and the CO on a regular basis as determined necessary by the CO. These meetings will provide a management level review and assessment of

contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The contractor's representative shall sign the written meeting minutes and USMS's representative.

E.8 INSPECTION AND RECEIVING REPORT

- (a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the COR. An additional copy of the invoice, clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the certification process.
- (b) Upon receipt of a proper invoice, the COR will certify that the services were satisfactorily performed and forward to the CO for coordination.

Section F Deliveries or Performance

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/>

<u>Clause</u>	<u>Title</u>
52.242-15	Stop Work Order (Aug 1989)

F.2 Performance

For the purpose of this solicitation, the term "contract award" is defined as the date the Contracting Officer signs the Standard Form 33 or Optional Form 307.

Within 90 days of contract award, the contractor must be determined by the USMS to be in compliance with contract requirements and capable of assuming full responsibility for performance. This may occur earlier at the request of the contractor, but only if the USMS determines the contractor is capable of accepting detainees.

The contractor's ability to perform in accordance with the terms of the contract will be assessed by the USMS prior to issuance of the Notice to Proceed (NTP). The USMS will perform numerous assessments to ensure contract compliance prior to issuance of the NTP.

In order to receive NTP, the determination of contractor compliance with contract requirements applicable to issuance of the NTP is at the discretion of the CO. The USMS reserves its rights under the contract should the contractor fail to comply with the requirements necessary for issuance of the NTP.

The anticipated periods of performance include:

Base Period (24 Months)

Program Year 1 – NTP through 12 months
Program Year 2 – 13 months through 24 months

Option Period No. 1 - (24 Months)

Program Year 1 – 25 through 36 months
Program Year 2 – 37 months through 48 months

Option Period No. 2 - (24 Months)

Program Year 1 – 49 through 60 months
Program Year 2 – 61 months through 72 months

Option Period No. 3 - (24 Months)

Program Year 1 – 73 through 84 months
Program Year 2 – 85 months through 96 months

Option Period No. 4 - (24 Months)

Program Year 1 – 97 through 108 months
Program Year 2 – 109 months through 120 months

The performance period of the contract shall be effective from the NTP through 24 months with the Government's unilateral right to exercise four (24 month) Option Periods in accordance with the terms of this contract.

USMS-0010 Contract Closeout Fixed-Priced Contract

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within sixty (60) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be de-obligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to de-obligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within sixty (60) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for de-obligation of excess funds that were obligated in those respective periods of performance.

USMS-0011 Release of Claims

At the conclusion of the contract (or task order), the Contractor shall submit with the Final Invoice a release of claims against the United States arising out of the contract (or task order), other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer.

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER:

(b) (6), (b) (7)(C), (b) (7)(F)
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The Contracting Officer is responsible for directing or negotiating any changes in terms, or amounts cited in the contract. Only the Contracting Officer has the authority to:

- Increase or decrease the contract amount;
- Direct or negotiate and changes;
- Modify or extend the period of performance;
- Authorize payment under this contract;
- Otherwise modify any terms or conditions of this contract.

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAR 2852.201-70) (JAN 1985)

(a) [Redacted] of the United States Marshals Service, District of Southern California will be designated to act as the COR for this requirement (Subject to Change).

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment, technical discussions to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, enter into technical discussions to alter/change contractual obligations or the Scope of Work, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. Only the Contracting Officer shall issue such changes.

G.3 TECHNICAL DIRECTION

(a) The COR may at times provide technical direction on contract performance. Technical Direction includes:

- (1) Direction to the Contractor which will assist them in accomplishing the requirements of the contract.

(2) Comments on and approval of services.

(b) Technical Direction does not include:

- (1) Additional work outside the scope of the contract.
- (2) A change as defined by the "Changes" clause.
- (3) Any action that would cause and increase or a decrease in contract pricing.
- (4) Any action that would alter the period of performance.
- (5) Changes any of the other expressed terms or conditions of the contract.

(c) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer representative.

(d) If, in the contractor's opinion, any instruction or direction by the contracting officer representative(s) falls within any of the categories defined in paragraph (b) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within three (3) days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 15 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract.
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer representative, shall be at the contractor's risk.

G.4 INVOICE PREPARATION AND SUBMISSION

In consideration for the contractor's satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice shall be submitted to the COR at the address listed in Para G.4 (b) and must include:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration.

G.4 BILLING PROCEDURE

- (a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.
- (b) The Contractor shall provide a remittance request/invoice address below:

(b) (5), (b) (7)(C)
[Redacted]
[Redacted]
[Redacted]

(End of Section)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CHANGE IN KEY PERSONNEL.

Following contract award, any change in key personnel listed in Section C during contract performance, is subject to the review and approval of the CO. Within 15 days of contract award, the contractor shall submit a written request to the COR for conditional contractor employment approval.

The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing, and submitted no later 15-days after a vacancy occurs during performance.

H.2 POST-AWARD PERFORMANCE CONFERENCE

A post-award performance conference may be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce USMS and contractor staff; and resolve as many potential problems as possible before performance.

Contractor participation in the post-award performance conference will be required. The Contract Manager, Key Personnel, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

H.3 INSURANCE REQUIREMENTS.

Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

Workers' Compensation Insurance in an amount required by the law of the state in which the institution is located for all employees of the contractor;

General Liability Insurance in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Stand-alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

Coverage shall also include medical and professional liability for nurses, doctors, attorneys, counselors, psychologists and/or social workers.

Coverage to include unlimited defense coverage in addition to limits of liability;

Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence, insurance is to be provided under a business auto form; Contractor must provide proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.

52.216-18 Ordering (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through Option Period 4.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Program Year 2 Option Period 4.

(End of Clause)

Section I Contract Clauses

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation clause may be accessed electronically at this/these address:

<https://www.acquisition.gov>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses	
Clause No.	Title
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2011)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-7	System for Award Management (Jul 2013)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
52.204-13	System for Award Management Maintenance (Jul 2013)
52.204-14	Service Contract Reporting Requirements (Jan 2014)
52.204-18	Commercial and Government Entity Code Maintenance (Nov 2014)
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)
52.210-1	Market Research (Apr 2011)
52.215-2	Audit and Records - Negotiation (Oct 2010)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010)
52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Oct 2014)

Clause No.	Title
52.219-9	Small Business Subcontracting Plan (Oct 2014)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.219-28	Post-Award Small Business Program Representation (Jul 2013)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (June 2003)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (May 2014)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Jul 2014)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Jul 2014)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (May 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (May 2014)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-54	Employment Eligibility Verification (Aug 2013)
52.223-6	Drug Free Workplace (May 2001)
52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.229-3	Federal, State and Local Taxes (Feb 2013)
52.232-1	Payments (Apr 1984)
52.232-8	Discounts For Prompt Payment (Feb 2002)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-11	Extras (Apr 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability Of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jul 2013)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)
52.233-1	Disputes (May 2014)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-3	Continuity Of Services (Jan 1991)
52.242-13	Bankruptcy (July 1995)
52.243-1	Changes - Fixed-Price (Aug 1987) Alternate #1 (Apr 1984)
52.244-6	Subcontracts for Commercial Items (Oct 2014)

Clause No.	Title
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.248-1	Value Engineering (Oct 2010)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 52.203-14 Display of Hotline Poster(s)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Department of Justice (DOJ) - Office of the Inspector General (OIG)

Fraud Detection Office - Attn: Poster Request

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

Each request for posters must state the contract number and awarding component/bureau, provide a point of contact (with telephone number), mailing and/or Fed Ex address, and the quantity of posters requested. **Although Department of Homeland Security (DHS) posters are mentioned, always use the DOJ poster developed by our OIG.**

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

(End of clause)

I.3 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

- 1. Maintain current, accurate, and complete inventory records of assets and their costs;
- 2. Provide the ACO or designated representative ready access to the records upon request;
- 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.4 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to expiration of the Base Period, and all Option Periods.

(End of clause)

I.5 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

I.6 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction.

(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.

(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50-percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

I.7 52.222-42 Statement of Equivalent Rates for Federal Hires

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

THIS STATEMENT IS FOR INFORMATION ONLY IT IS NOT A WAGE DETERMINATION		
Employee Class	Monetary and Fringe Benefits	
Warehouse Specialist	WS-5	\$16.62
Chief Cook/Steward	WS-8	\$21.20
Instructor	GS-11	\$27.51
Secretary IV	GS-7	\$18.59
Secretary III	GS-6	\$16.73
Detention Officer	GS-7	\$18.59
Personnel Assistant IV	GS-7	\$18.59
Personnel Assistant II	GS-5	\$15.00
Nursing Assistant	GS-7	\$18.59
Carpenter, Maintenance	WS-8	\$21.20
Automotive Worker	WS-8	\$21.20
Librarian	GS-11	\$27.51
Paralegal/Legal Assistant	GS-11	\$27.51
Stationary Engineer	WS-8	\$21.20
Licensed Practical Nurse	GS-7	\$18.59

(End of Clause)

I.8 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.9 52.237-7 Indemnification and Medical Liability Insurance (Jan1997)

(a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) [37.101](#), under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.00.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

I.10 52.239-1 Privacy or Security Safeguards (Aug 1997)

- a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- (e) Department of Justice (DOJ) Order 2640.2F prohibits the use of non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or assisting in the development, operation, management, or maintenance of any DOJ Information Technology System. By signing this contract or by beginning performance, the contractor agrees to this restriction.

(End of Clause)

I.11 USMS-0005 Representative Regarding Felony Conviction under Any Federal law or Unpaid Delinquent Tax Liability (Deviation 2012-02) (Jan 2012)

(a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation --

(1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

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

(b) *By accepting this award or order, in writing or by performance, the offeror/contractor represents that --*

(1) The offeror is not a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months; and

(2) The offeror is not a corporation that has any unpaid Federal tax liability that has

been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Clause)

I.12 USMS-0007 Federal Workplace Responses to Domestic Violence, Sexual Assault and Stalking (Dec 2014)

- (a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking:** It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at <http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking – United States Marshals Service - (b) (6), (b) (7)(C), (b) (7)(F)

- (b) Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

(End of Clause)

I.13 USMS – POD 0001 Continuing Performance During a Pandemic Influenza or National Emergency (Feb 2017)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in Government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Cross train workers as backup for all positions performing critical services; this is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations

(End of Clause)

<End of Section>

Part III - List of Documents, Exhibits, and Other Attachments

Section J - List of Attachments

Attachment #	Title	Number of Pages
1	Performance Summary Requirement	2
2	Pricing Instructions for Transportation, Escort and Remote Detention Officer Services Detention Services Requirement District of Southern California	1
3	DOL- Wage Determination 2015-5635 Rev 3	11
4	Standard Operating Procedures for Contractor Background Investigation Contractor and USMS Contracting Officers Representative	3
5	Guidelines of Acceptability for USMS Private Detention Services	5
6	Scope and Coverage of a Periodic Reinvestigation	1
7	Business Management Questionnaire	3
8	Small Business Subcontracting Plan	7
9	Question Sumittal Form	1
10	Intent to Propose	1
11	Detention Services Operating Estimate	2
Total Pages		37

**Performance Summary Requirement
(FAR Subpart 37.6—Performance-Based Acquisition)**

This Performance Summary Requirement (PSR) serves to communicate what the Government intends to qualitatively inspect. The matrix identifies:

- A. Each service requirement essential to successful performance of each order requirement;
- B. Define the minimum performance rating acceptable for each order requirement; and
- C. Specify the maximum percentage of total order value attributable to each order requirement.

<u>Administration and Management</u>	
Value: 20%	
Minimum Successful Performance Rating: Acceptable	
FPBDS Section	Standard
A.1	Policies and Procedures
A.2	Quality Control
A.3	Detainee Records
A.4	Facility Admission and Orientation Program
A.5	Detainee Property
A.6	Detainee Transfers and Releases
A.7	Detainees with Disabilities
A.8	Discrimination Prevention
A.9	Staffing
A.10	Training
A.11	Emergency Plans
A.12	External Agency Notifications
<u>Health Care</u>	
Value: 20%	
Minimum Successful Performance Rating: Acceptable	
FPBDS Section	Standard
B.1	Health Care Administration
B.2	Intake Screening
B.3	Medical, Mental Health and Dental Appraisals
B.4	Access to Health Care
B.5	Provision of Health Care
B.6	Incident Health Care
<u>Security and Control</u>	
Value: 20%	
Minimum Successful Performance Rating: Acceptable	

Section J - Attachment #

FPBDS Section	Standard
C.1	Correctional Supervision
C.2	Detainee Accountability
C.3	Control of Contraband
C.4	Use of Force/Non-Routine Application of Restraints
C.5	Weapons
C.6	Keys, Tools & Medical Instruments
C.7	Post Orders
C.8	Detainee Discipline
C.9	Restrictive Housing Units
C.10	Detainee Transportation
Food Service	
Value: 15%	
Minimum Successful Performance Rating: Acceptable	
FPBDS Section	Standard
D.1	Food Service Administration
D.2	Food Service Employee/Worker Health
D.3	Food Storage and Preparation
D.4	Equipment, Utensils and Linens
D.5	Prisoner Meals & Special Diets
Safety and Sanitation	
Value: 15%	
Minimum Successful Performance Rating: Acceptable	
FPBDS Section	Standard
F.1	Fire Safety & Chemical Control
F.2	Sanitation & Environmental Control
F.3	Clothing and Bedding
F.4	Prisoner Hygiene
F.5	Facility Physical Plant
Services and Programs	
Value: 10%	
Minimum Successful Performance Rating: Acceptable	
FPBDS Section	Standard
G.1	Classification and Housing
G.2	Access to the Courts and Legal Materials
G.3	Mail
G.4	Telephones
G.5	Religious Programs
G.6	Recreation
G.7	Visitation
G.8	Work Programs
G.9	Grievance Program

Pricing Instructions for Transportation, Escort, and Remote Detention Officer Service Requirement District of Southern California			
Required Services	Frequency	Pricing	
1	Transportation and escort detention officers for federal prisoners/detainee housed at the facility transported to and from the U.S. Courthouse in San Diego, CA (CLIN 0001)	Monday through Friday - one movement in the morning, one movement in the afternoon	To be included in the fixed monthly operating price.
2	Transportation and escort detention officer services for federal prisoners housed at their facility to and from a medical facility for outpatient care (routine and emergency)(CLIN 0001)	As needed	To be included in the fixed monthly operating payment for up to 4 hours, hourly rate applies for time in excess of 4 hours.
3	Transportation and escort detention officer services for federal prisoners housed at their facility to and from the Justice Prisoner and Alien Transportation (JPATS) airlift site in Victorville, CA (CLIN 0002)	As Needed	Paid on a per-hour basis - plus GSA POV Mileage
4	Transportation and escort detention officers for federal topriisoners/detainee housed at the facility transported other detention facilities within the District of Southern California (CLIN 0002)	As Needed	Paid on a per-hour basis - plus GSA POV Mileage
5	Stationary remote detention officer services for federal prisoners admitted to local medical care facilities (CLIN 0002)	As Needed	Paid on a per-hour basis - plus GSA POV Mileage

WD 15-5635 (Rev.-3) was first posted on www.wdol.gov on 01/03/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-5635 Revision No.: 3 Date Of Revision: 12/30/2016
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: California

Area: California County of San Diego

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.82
01012 - Accounting Clerk II		17.75
01013 - Accounting Clerk III		19.86
01020 - Administrative Assistant		27.50
01035 - Court Reporter		21.08
01041 - Customer Service Representative I		14.16
01042 - Customer Service Representative II		15.91
01043 - Customer Service Representative III		17.37
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		15.87
01090 - Duplicating Machine Operator		15.87
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		13.16
01191 - Order Clerk I		15.16
01192 - Order Clerk II		16.55
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		24.21
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30

01320 - Service Order Dispatcher	17.60
01410 - Supply Technician	26.96
01420 - Survey Worker	19.16
01460 - Switchboard Operator/Receptionist	13.90
01531 - Travel Clerk I	13.51
01532 - Travel Clerk II	14.76
01533 - Travel Clerk III	16.21
01611 - Word Processor I	16.07
01612 - Word Processor II	18.04
01613 - Word Processor III	20.18
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.28
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	13.55
07042 - Cook II	14.94
07070 - Dishwasher	9.46
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	9.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	10.38
11260 - Pruner	13.45
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	20.17
12012 - Certified Occupational Therapist Assistant	28.39
12015 - Certified Physical Therapist Assistant	30.29
12020 - Dental Assistant	18.56
12025 - Dental Hygienist	44.04
12030 - EKG Technician	29.06

12035	- Electroneurodiagnostic Technologist	29.06
12040	- Emergency Medical Technician	18.34
12071	- Licensed Practical Nurse I	19.49
12072	- Licensed Practical Nurse II	21.81
12073	- Licensed Practical Nurse III	24.31
12100	- Medical Assistant	15.81
12130	- Medical Laboratory Technician	20.88
12160	- Medical Record Clerk	16.36
12190	- Medical Record Technician	18.19
12195	- Medical Transcriptionist	21.13
12210	- Nuclear Medicine Technologist	37.29
12221	- Nursing Assistant I	10.83
12222	- Nursing Assistant II	12.17
12223	- Nursing Assistant III	13.28
12224	- Nursing Assistant IV	14.90
12235	- Optical Dispenser	21.24
12236	- Optical Technician	16.53
12250	- Pharmacy Technician	17.41
12280	- Phlebotomist	15.77
12305	- Radiologic Technologist	33.46
12311	- Registered Nurse I	29.75
12312	- Registered Nurse II	35.92
12313	- Registered Nurse II, Specialist	35.92
12314	- Registered Nurse III	42.67
12315	- Registered Nurse III, Anesthetist	42.67
12316	- Registered Nurse IV	51.14
12317	- Scheduler (Drug and Alcohol Testing)	24.55
12320	- Substance Abuse Treatment Counselor	18.62
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.91
13012	- Exhibits Specialist II	25.91
13013	- Exhibits Specialist III	31.68
13041	- Illustrator I	21.12
13042	- Illustrator II	26.16
13043	- Illustrator III	32.00
13047	- Librarian	31.80
13050	- Library Aide/Clerk	14.59
13054	- Library Information Technology Systems Administrator	28.72
13058	- Library Technician	19.55
13061	- Media Specialist I	20.72
13062	- Media Specialist II	23.18
13063	- Media Specialist III	25.85
13071	- Photographer I	16.33
13072	- Photographer II	18.44
13073	- Photographer III	22.63
13074	- Photographer IV	27.68
13075	- Photographer V	33.49
13090	- Technical Order Library Clerk	18.32
13110	- Video Teleconference Technician	17.71
14000	- Information Technology Occupations	
14041	- Computer Operator I	17.02
14042	- Computer Operator II	19.04
14043	- Computer Operator III	21.22
14044	- Computer Operator IV	23.58
14045	- Computer Operator V	26.11
14071	- Computer Programmer I	(see 1) 27.62
14072	- Computer Programmer II	(see 1)
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.02
14160 - Personal Computer Support Technician		23.58
14170 - System Support Specialist		33.91
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		30.51
15020 - Aircrew Training Devices Instructor (Rated)		36.91
15030 - Air Crew Training Devices Instructor (Pilot)		44.25
15050 - Computer Based Training Specialist / Instructor		30.51
15060 - Educational Technologist		33.74
15070 - Flight Instructor (Pilot)		44.25
15080 - Graphic Artist		23.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		42.74
15086 - Maintenance Test Pilot, Rotary Wing		42.74
15088 - Non-Maintenance Test/Co-Pilot		42.74
15090 - Technical Instructor		26.13
15095 - Technical Instructor/Course Developer		31.96
15110 - Test Proctor		21.83
15120 - Tutor		21.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.99
16030 - Counter Attendant		9.99
16040 - Dry Cleaner		12.28
16070 - Finisher, Flatwork, Machine		9.99
16090 - Presser, Hand		9.99
16110 - Presser, Machine, Drycleaning		9.99
16130 - Presser, Machine, Shirts		9.99
16160 - Presser, Machine, Wearing Apparel, Laundry		9.99
16190 - Sewing Machine Operator		13.07
16220 - Tailor		13.83
16250 - Washer, Machine		10.71
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.93
19040 - Tool And Die Maker		25.80
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.88
21030 - Material Coordinator		24.21
21040 - Material Expediter		24.21
21050 - Material Handling Laborer		13.07
21071 - Order Filler		15.33
21080 - Production Line Worker (Food Processing)		18.88
21110 - Shipping Packer		14.99
21130 - Shipping/Receiving Clerk		14.99
21140 - Store Worker I		12.74
21150 - Stock Clerk		16.74
21210 - Tools And Parts Attendant		18.88
21410 - Warehouse Specialist		18.88
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.60
23019 - Aircraft Logs and Records Technician		23.06
23021 - Aircraft Mechanic I		27.56
23022 - Aircraft Mechanic II		28.60
23023 - Aircraft Mechanic III		29.62
23040 - Aircraft Mechanic Helper		20.10
23050 - Aircraft, Painter		24.71
23060 - Aircraft Servicer		23.06
23070 - Aircraft Survival Flight Equipment Technician		24.71
23080 - Aircraft Worker		24.07
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		24.07

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.56
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	28.71
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	25.38
23181 - Electronics Technician Maintenance I	24.85
23182 - Electronics Technician Maintenance II	26.37
23183 - Electronics Technician Maintenance III	29.89
23260 - Fabric Worker	22.88
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	21.43
23311 - Fuel Distribution System Mechanic	30.44
23312 - Fuel Distribution System Operator	23.49
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	27.56
23381 - Ground Support Equipment Servicer	23.06
23382 - Ground Support Equipment Worker	24.07
23391 - Gunsmith I	21.43
23392 - Gunsmith II	24.38
23393 - Gunsmith III	27.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic	25.93
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	26.91
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	29.77
23460 - Instrument Mechanic	26.59
23465 - Laboratory/Shelter Mechanic	25.86
23470 - Laborer	12.27
23510 - Locksmith	23.06
23530 - Machinery Maintenance Mechanic	27.13
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	26.59
23592 - Metrology Technician II	27.60
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	26.19
23810 - Plumber, Maintenance	24.77
23820 - Pneudraulic Systems Mechanic	27.34
23850 - Rigger	25.38
23870 - Scale Mechanic	23.13
23890 - Sheet-Metal Worker, Maintenance	25.37
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	28.77
23932 - Telecommunications Mechanic II	29.86
23950 - Telephone Lineman	28.72
23960 - Welder, Combination, Maintenance	23.82
23965 - Well Driller	27.38
23970 - Woodcraft Worker	27.34
23980 - Woodworker	20.46
24000 - Personal Needs Occupations	
24550 - Case Manager	17.12
24570 - Child Care Attendant	11.87
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	10.59

24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.72
25040 - Sewage Plant Operator	29.10
25070 - Stationary Engineer	29.72
25190 - Ventilation Equipment Tender	21.69
25210 - Water Treatment Plant Operator	29.10
27000 - Protective Service Occupations	
27004 - Alarm Monitor	26.98
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	31.17
27010 - Court Security Officer	31.17
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	31.17
27070 - Firefighter	28.94
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.16
27132 - Police Officer II	39.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	13.53
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.70
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.14
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	28.48
30051 - Cryogenic Technician I	27.06
30052 - Cryogenic Technician II	29.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30095 - Evidence Control Specialist	24.44

30210 - Laboratory Technician	21.62
30221 - Latent Fingerprint Technician I	25.94
30222 - Latent Fingerprint Technician II	28.65
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.71
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30375 - Petroleum Supply Specialist	29.89
30390 - Photo-Optics Technician	28.30
30395 - Radiation Control Technician	29.89
30461 - Technical Writer I	25.81
30462 - Technical Writer II	31.56
30463 - Technical Writer III	38.18
30491 - Unexploded Ordnance (UXO) Technician I	25.23
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.59
30494 - Unexploded (UXO) Safety Escort	25.23
30495 - Unexploded (UXO) Sweep Personnel	25.23
30501 - Weather Forecaster I	27.06
30502 - Weather Forecaster II	32.91
30620 - Weather Observer, Combined Upper Air Or	(see 2) 25.47
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.88
99030 - Cashier	12.02
99050 - Desk Clerk	11.66
99095 - Embalmer	23.74
99130 - Flight Follower	25.23
99251 - Laboratory Animal Caretaker I	15.26
99252 - Laboratory Animal Caretaker II	16.01
99260 - Marketing Analyst	29.00
99310 - Mortician	24.43
99410 - Pest Controller	15.69
99510 - Photofinishing Worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	12.59
99830 - Survey Party Chief	30.10
99831 - Surveying Aide	19.66
99832 - Surveying Technician	27.37
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional

specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the

contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." Section 41.02 in the collective bargaining agreement between Ratheon Aerospace LLC, Langley AFB, Hampton, VA and International Association of Machinists and Aerospace Workers, District Lodge 2531 contains contingency language that Wage and Hour does not recognize as reflecting "arm's-length negotiation" under section 4(c) of the Act and 29 C.F.R. 4.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid pursuant to section 41.01 and Appendix A of this agreement.

**Standard Operating Procedures for Contractor Background Investigation
Contractor and USMS Contracting Officers Representative (COR)**

Contractor Responsibilities Pre-Appointment

The Warden or designee shall be the contractor's contact person for all matters regarding the processing of contractor personnel. Based on the following and the *Guidelines of Acceptability for USMS Contract Jails*, the Warden or designee will determine if the applicant is suitable for employment. The Warden or designee shall certify that the following steps have been completed with satisfactory results and submit the certification with the applicant's information.

1. The Warden or designee will conduct a pre-employment interview.
2. The Warden or designee will conduct a credit check for employment purposes as described in the Fair Credit Reporting Act. A copy of the credit report will be included in the package.
3. The Warden or designee will supply a copy of a correctly filled out Questionnaire for Public Trust Positions, SF-85P, completed by the applicant. If the applicant is required to carry a firearm while in the performance of their duties, a form SF-85P-S will be used.
4. The Warden or designee will provide the COR with two FD-258 fingerprint cards for each applicant. The COR will supply the contractor with fingerprint cards bearing the ORI of the COR's office. When the COR receives the completed fingerprint cards, he/she will mail them to the FBI. All results of the fingerprint check will be received by the COR.
5. The Warden or designee will vouch the applicant's employment records for the past five years.
6. The Warden or designee will certify in writing that the applicant is a United States citizen or legal resident of the United States verified by appropriate documentation. For non-citizen applicants or subcontractors, the contractor must seek approval from the COR. Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (www.opm.gov/employ/html/citizen.htm).
7. The Warden or designee will certify that the applicant has met the residency requirements.
8. The Warden or designee will certify that they have conducted a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace.
9. The Warden or designee will perform a local law enforcement agency check for the past five years as part of a background investigation.
10. Additionally the Warden or designee will submit one completed fingerprint card (FD 258 version) to the FBI. The card will bear the ORI number for the COR's district. The FBI will send the results directly to the COR.

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11. The Warden shall certify the above steps have been completed with satisfactory results and submit the certification to the COR requesting a conditional approval.
12. After receiving the USMS' conditional approval the contractor notify COR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.
13. The Warden or designee is responsible for reviewing and adjudicating the background investigation (see below for further details).

USMS/COR Responsibilities

Upon receipt of the conditional request memo or letter, the USMS COR will run NCIC/NLET and submit the fingerprint card to the FBI.

Prior to issuing the conditional approval the COR shall complete the following steps:

1. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
2. Upon favorable results of fingerprints and NCIC/NLETS; the COR shall grant a conditional approval. The conditional approval shall include the following: full name, date of birth, social security number and position applied for.
3. If the fingerprint results or NCIC/NLETS contain derogatory information the conditional may or may not be issued based on the Guidelines for Acceptability. If the COR desires additional information to resolve the issue, the warden or his designee shall be contacted to obtain additional information from the applicant.

The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have contact with federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall have contact with Federal Detainees, files, records, or movement records.

The COR will keep a roster or spreadsheet that lists each employee at the contract facility, their title, their EOD date, date of conditional approval, the date their background investigation was received, the date their background was adjudicated and the date they were separated from employment.

Once the NCIC/NLETS results are no longer needed, they will be destroyed. They will not be kept in the personnel files.

Contractor Responsibilities Post Appointment

Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the background investigation results using the ***Guidelines of Acceptability for USMS Contract Jails***. The contractor shall make a determination regarding the employee's suitability for employment under this contract.

Investigations with little or no derogatory information will be reviewed and forwarded to the COR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested from the COR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the COR a written final determination regarding the employee's continued employment under this contract.

A copy of the background investigation report results shall be attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated every five years as prescribed in the ***Scope and Coverage of a Periodic Reinvestigation***.

The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these records available to the USMS upon request.

Personnel working on this contract and requiring unescorted access to USMS facilities and or information systems are required to be approved by the USMS security office in accordance with Homeland Security Presidential Directive 12 as required by USMS Security Program Manager attachment B (available upon award). These personnel must be approved in writing by the USMS Personnel Security Branch before such access can be granted and may require and additional background investigation through the Office of Personnel Management at the minimum level of a NACI.

Written Waiver Request

If the Warden or designee wishes to employ the applicant after finding that the applicant does not meet ***Guidelines of Acceptability USMS Contract Jails***, the contractor may submit a written request for a waiver. The request will contain the following:

- a. the details and circumstances of the applicant's behaviour that is outside the guidelines;
- b. the reasons why the applicant should receive further consideration;
- c. The availability of other suitable applicants.

Guidelines of Acceptability For USMS Contract Jails

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is suitable for government employment. These functions should be conducted, whenever possible, by designated security personnel outside of the applicant's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the applicant. Any reference to "government applicant" within this document includes persons working under contract.
- B. **PURPOSE:** The purpose of this document is to assist the contract jail Warden or designee and the U.S. Marshals Service (USMS) COR. The background investigations are conducted by the private entity or company under contract with the warden of that facility. The background investigation is conducted in accordance with the employment procedures outlines in C.5.3.1 of the contract.

Interviews are conducted to validate the information the subject provided on the SF 85P "Questionnaire for Public Trust Positions." Interviews are also for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

- C. **PRINCIPALS:** All derogatory information shall be favorably resolved by the contractor before the USMS COR will consider granting final approval for applicants to work with federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the subject exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render a person susceptible to coercion, duress, or blackmail will be subject to the following guidelines:

1. If the background investigation or reinvestigation demonstrates that the applicant/employee is open regarding his or her conduct, no personal interview or other action is warranted unless deemed necessary by the Warden or his designee.
2. If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the person is concealing any conduct that reasonably would subject the person to coercion, duress, or blackmail, the Warden or designee will arrange for an interview with the applicant/employee to discuss:

- a. The issue of concealed conduct that was raised during the background investigation or reinvestigation and whether or not the person is in fact concealing any conduct that reasonably would subject the person to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
- b. If the person may be concealing conduct that reasonably would subject the person to coercion, the interviewer will continue to discuss:
 - 1. The contractor's concern regarding the potential for coercion, pressure, manipulation, or blackmail;
 - 2. The contractor's Employee Standards of Conduct requirement that the applicant/employee immediately submit a written report of any attempt at coercion or blackmail to the CEO

The interviewer should prepare a memorandum documenting the discussion and the applicant/employee's acknowledgment of the reporting requirements and submit it with the applicant/employee's personnel file. The applicant/employee is not required to sign any documentation.

Resolution of derogatory information should afford the subject an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story." Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information which appears derogatory can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances which clarify the derogatory information.

Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an individual may not possess one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

- 1. **Loyalty.** Any information which indicates that the subject is not loyal to the United States should be identified as derogatory. Any background investigation which presents information which questions an applicant/employee's loyalty to the United States must be brought to the attention of the USMS COR. If an applicant is found to be suitable or unsuitable for employment under this criterion, the USMS COR shall be advised.

Several examples which should bring into question an individual's loyalty are:

Advocating force or violence to overthrow the government of the United States;

Establishing contact with a secessionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States; or

Membership in organizations which systematically commit criminal acts against the United States Government

2. **Close Relatives and Associates.** In reviewing a background investigation, attention should be given to evidence that the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information which tends to show the individual may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the subject and the relatives or associates. Therefore, the following information should be obtained from all applicants/employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

- Name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- Relationship between subject and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- The frequency of contact- past, present and future--with the foreign citizen; or
- The form of such contact (personal visits, letters, cards or telephone calls);

3. **Undesirable Character Traits.** Any trait(s) which may show the individual to be unreliable, untrustworthy or open to compromise is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an applicant/employee. The following examples are provided:

- a. **Sexual Conduct:** Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence that the individual could be coerced or blackmailed due to sexual conduct. Should it be determined that an applicant/employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved.

b. Alcoholism: Any information which tends to show that the individual uses alcohol to excess or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for a pattern of behavior versus an isolated incident.

4. Psychological Conditions: Certain and personality conditions can impair judgment, reliability, or trustworthiness. Treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, is significant and must be clarified to determine whether the subject's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Treatment for a mental, emotional, or personality condition must be accompanied by a recommendation from a competent mental health professional that the applicant/employee is capable to perform the duties of a public trust position and the applicant does not pose a risk to themselves or others. The applicant should display sound judgment and reliability.

5. Financial Responsibility. Failure or inability to live within one's means, satisfy debts, and meet financial obligations may indicate poor self-control, a lack of judgment, or unwillingness to abide by rules and regulations. Indebtedness becomes a legitimate concern when an individual begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. It is important to determine if the individual considers the debt just.

Some debts are clearly not the responsibility of an individual and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the individual and appropriate documentation provided. Any disputes between the applicant and the credit agency must be resolved by the applicant and documentation submitted.

Similarly, the repossession of an automobile for non-payment, and eviction from rental housing for non-payment, should be explained by the applicant/employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

6. Dishonesty. Individuals entering service under this contract must be "...trustworthy...and of good conduct and character..." This requires that applicant/employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication that the applicant/employee has falsified one of the forms to either conceal past behavior, or to exaggerate or

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misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.

7. Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. Criminal activity creates a doubt about a person's judgment, reliability, and trustworthiness. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence that the applicant/employee has been rehabilitated.
 8. Drug Usage: Evidence of the illegal use of prescription or nonprescription drugs by an applicant/employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the applicant/employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the applicant/employee receive for drug usage.
 9. Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from unprotected sources can be used.
 - (10) Classified Information. Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. Background investigations containing such information shall be handled appropriately by the contractor.
- E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the applicant/employee.

Scope and Coverage of a Periodic Reinvestigation

The Periodic Reinvestigation is a reinvestigation conducted every five years for Public Trust positions. The source document is the SF-85P. It includes the National Agency Check, personal subject interview, residence and selected record searches.

Items are scheduled for coverage by various methods as follows:

- P - Personal coverage** (includes record searches)
- R - Record search only**
- I - Inquiry** (mail or electronic)
- L - Linkage** (electronic-terminal or tape)

Basic coverage period for this type of case is five years, and it includes the following:

- **National Agency Check** consists of a check of Office of Personnel Management's (OPM) Security Investigation Index (SII) which is an index of investigations conducted by OPM and other federal investigative agencies, a check of Federal Bureau of Investigation (FBI) fingerprint files, a check of FBI investigative files and a check of the Department of Defense investigative index of civilian and military personnel. It is checked by **inquiry, linkage and record search only**.
- **Credit Check** is covered by **linkage**, and the period covered is seven years. All credit checks will be used for employment purposes only in accordance with the Fair Credit Reporting Act.
- **Personal Subject Interview** is scheduled at the current job location.
- **Education** is not scheduled.
- **Residence** is covered by **personal coverage and record search only** for the most recent three years of the basic coverage period.
- **Employment** is not scheduled.
- **Law Enforcement** is covered by **record search only** for locations within the basic coverage period and is scheduled **inquiry or record search only** for related issue information shown on the case papers.
- **Stateside Military Service** is not scheduled.

**United States Marshals Service – Prisoner Operations Division
Contractor Business Qualifications**

Policy:

Federal Acquisition Regulation (FAR), subpart 9.103 prescribes “contracts shall be awarded to, responsible prospective contractors only.”

The policy of the United States Marshals Service (USMS) and the Prisoner Operations Division (POD) in acquiring supplies or services is to require prospective contractors engaged in conducting business with this office to affirmatively demonstrate their responsibility.

Applicability:

This requirement applies to all proposed contracts with any prospective contractor that is located:

- (1) In the United States, its possessions, or Puerto Rico; or
- (2) Elsewhere, unless application of the subpart would be inconsistent with the laws or customs where the contractor is located.

The attached questionnaire shall be completed by prospective contractors. The questionnaire is one tool POD will use to determine contractor responsibility.

Definitions:

- (a) "Principals" are those individuals in a firm who possess legal responsibility for its management. They may be officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).
- (b) "Parent Company" is that firm, company, corporation, association, or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire; (i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" is Corporation C).
- (c) "Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.
- (d) "Consultant" as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- (e) "Specialists and Individual Consultants" as used in this questionnaire, refer to individuals who have major project responsibility, or will provide unusual or unique capabilities for the services under consideration.

6. **LICENSING.** (Attach additional pages as necessary.)

- a. List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- b. List jurisdictions in which your organizations or trade name is filed.

7. **FINANCIAL DATA.** (Attach additional pages as necessary.)

- a. Trade References.
- b. Bank References.

8. **PROOF OF FINANCING.**

- a. Attach a financial statement, preferably audited, including your organization's latest balance sheet, cash flow statement, and income statement providing at a minimum the following items:
 - Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);
 - Net fixed Assets;
 - Other Assets;
 - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - Other liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).
- b. Name and address of firm preparing attached financial statement, and date:
- c. Is the attached financial statement for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

9. SIGNATURE

18 U.S.C. 1001, False Statements Act provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Dated _____ this _____ day of 20__

Name of Organization _____

By: _____

Title: _____

M _____ being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this _____ day of 20__.

Notary Public:

My Commission Expires:

**U.S. Department of Justice – United States Marshals Service
Prisoner Operations Division
Small Business Subcontracting Plan
(Also see Federal Acquisition Regulation 19.704 and 52.219-9)**

The United States Marshals Service (USMS) Prisoner Operations Division recommends that offeror's use the following format to submit proposed Individual Subcontracting Plans, including modifications. While this template has been designed to be consistent with Federal Acquisition Regulation (FAR) 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this template is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government's solicitation. This template is not intended to replace any existing Corporate/Commercial Plan that is more extensive.

SOLICITATION NUMBER: _____

DATE OF PLAN SUBMISSION: _____

CONTRACTOR: _____

ADDRESS: _____

STATE/ZIP CODE _____

DUNN & BRADSTREET (DUNS) NUMBER: _____

ITEM/SERVICE (Description): _____

NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY – MM/DD/YYYY): _____ - _____

Base Period \$ _____

Performance Period: 24 Months

Option Period 1: \$ _____

Performance Period: 24 Months

Option Period 2: \$ _____

Performance Period: 24 Months

Option Period 3: \$ _____

Performance Period: 24 Months

Option Period 4: \$ _____

Performance Period: 24 Months

\$ _____

Total Contract Value

Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

USMS POD Subcontracting Goals for this action:

Business Type	Goal
Small Business (SB)	40.0%
Service Disabled Veteran Owned Small Business (SDVOSB)	5.00%
Small Disadvantaged Businesses (SDB, includes Section 8(a) firms)	5.00%
Woman-Owned Small Business (WOSB)	5.00%
Historically Underutilized Business Zone Small Business (HUBZone)	3.00%

Note: The Small Business Administration defines a small business concern as one that is independently owned and operated, organized for profit, and that is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. See www.sba.gov for additional information regarding size standards.

1. Type of Plan (check one)

_____ **Individual plan** means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

_____ **Master plan** means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

_____ **Commercial products/service plan** means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

2. Goals

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and "Other than Small Business" (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages.

PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a good faith effort throughout the period of performance of the contract. Formula for below: 2.b. + 2.h. = 2.a.

- a. Total estimated dollar value of **ALL** planned subcontracting, i.e., with ALL types of concerns under this contract is _____ (Base Period + All Option Periods).

 - b. Total estimated dollar value and percent of planned subcontracting with **SMALL BUSINESSES** (including SDB, WOSB, HUBZone, VOSB and SDVOSB): (% of "a")
\$ _____ (Base Period + All Options Periods)

 - c. Total estimated dollar value and percent of planned subcontracting with **SMALL DISADVANTAGED BUSINESSES**: (% of "a") \$ _____ (Base Period + All Option Periods)

 - d. Total estimated dollar value and percent of planned subcontracting with **WOMEN-OWNED SMALL BUSINESSES**: (% of "a") \$ _____ (Base Period + All Option Periods)

 - e. Total estimated dollar and percent of planned subcontracting with **HUBZone SMALL BUSINESSES**: (% of "a") \$ _____ and (Base Period + All Option Periods)

 - f. Total estimated dollar and percent of planned subcontracting with **VETERAN-OWNED SMALL BUSINESSES**: (% of "a") \$ _____ (Base Period + All Option Periods)

 - g. Total estimated dollar and percent of planned subcontracting with **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES**: (% of "a") \$ _____ (Base Period + All Option Periods)

 - h. Total estimated dollar and percent of planned subcontracting with **"OTHER THAN SMALL BUSINESSES"** (As defined by the Small Business Administration as "any entity that is not classified as a U.S. small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms.)
 - i. (% of "a") \$ _____ (Base Period + All Option Periods)

 - j. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals provided in Attachment A. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)
-

l. Indirect costs have ____; have not ____ been included in the dollar and percentage subcontracting goals above (check one).

m. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

3. Subcontracting Program Administrator:

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL: _____

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? ___yes ___no (If NO is checked, please identify who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submits with the proposed subcontracting plan.)

- a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; ___yes ___no
- b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; ___yes ___no
- c. Ensuring periodic rotation of potential subcontractors on bidder's lists; ___yes ___no
- d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. ___yes ___no

- e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns. yes no
- f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. yes no
- g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include SBA's Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and/or the System for Awards Management (www.sam.gov), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; yes no
- h. Establishing and maintaining contract and subcontract award records; yes no
- i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; yes no
- j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; yes no
- k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; yes no
- l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; yes no
- m. Preparing and submitting timely, required subcontract reports; yes no
- n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; yes no
- o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and yes no
- p. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
 - 1. Contact minority and small business trade associations
 - 2. Contact business development organizations and local chambers of commerce

3. Attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs
4. Review sources from the Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm)
5. Review sources from the System for Award Management web page (www.sam.gov)

Additional efforts: _____

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts: _____

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." [Note: In accordance with FAR 52.212-5(e), the contractor is not required to include flow-down the clause if it is subcontracting commercial items.]

6. Reporting and Cooperation

The contractor gives assurance that it will

- i. Cooperation in any studies or surveys that may be required;
- ii. Submit periodic reports which illustrate compliance with the subcontracting plan
- iii. Submit its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); via the **Electronic Subcontracting Reporting System (eSRS) website** (www.esrs.gov)
- iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	ISR	4/30
Apr 1 - Sept 30	ISR	10/30
Oct 1 - Sept 30	SSR	10/30
Oct 1 – Sep 30	Year End SDB Report	90 days of SSR submission
Contract Completion	Final ISR	30 days after completion

Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

7. Description of Record Types (Ref: FAR 52.219-9(d) (11))

In order to demonstrate your firm's adherence to the requirement to maintain records that reflect your compliance with requirements and goals in the plan, describe your firm's records maintenance procedures for locating each category of small business for use as a subcontractor:

8. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. Describe your firm's commitment to making a good faith effort towards the subcontracting goals.

Required Signatures

This subcontracting plan was submitted by:

Signature: _____

Typed/Print Name: _____

Title: _____

Date: _____

This plan was reviewed and approved by:

Signature: _____

Typed/Print Name: _____

Title: Contracting Officer

Date: _____

QUESTION SUBMITTAL FORM

United States Marshal Service – Detention Services Contract

Please utilize this form when submitting questions. Please cite the section, page, and line number which pertains to your question. All questions must be submitted no later than **10 days prior to RFP due date**. Any of the following methods may be used:

Fax to:

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

Email to:

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

Name, Address and Telephone Number of Firm or Organization:

My Question is in Reference to:

SECTION _____, PAGE _____, LINE NUMBER(S) _____

Section J – Attachment #10

INTENTION TO PROPOSE

United States Marshal Service – Detention Services Contract

Solicitation Number: _____

We _____ intend to submit a proposal.

We _____ do not intend to submit a proposal for the following reasons:

Please Retain _____ Delete _____ from the source list.

Authorized Signature: _____

Printed Name and Title: _____ Date: _____

Name, Address and Telephone Number of Firm or Organization:

Note: Unless otherwise stated in the solicitation, no other material should be returned if you do not intend to submit a proposal.

Please Return:

Fax to:

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

Email to:

Detention Services Contract Operating Estimate

Operating Estimate: Reflects distribution of proposed amounts to operate a detention facility on an ongoing basis. It excludes start-up and other costs to establish initial operations.

Program Area	Number of Positions	Type Expense	Annual Amount
Administration and Mangement		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		
Health Services		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		
Security and Control		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		
Food Service		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		
Services and Programs		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		
Indirect Costs		Salaries	
		Benefits	
		Non-Salary	
	SubTotal		

Program Area	Number of Positions	Type Expense	Annual Amount
Summary		Salaries	
		Benefits	
		Non-Salary	
Total			

Program Area: A major functional unit of facility operations.

Total Number of Positions: Reflects the total number of staff required to operate a facility. Include all forms of employment- full-time, part-time, internships, intermittent, etc.

Type of Expense: Charges for salaries, benefits, and non-salary requirements. Salary costs include charges such as base salaries, lump-sum leave payments, premium pay, shift and supervisor differentials, holiday pay, incentive awards, retention and recruitment bonuses, and overtime. Benefits include retirement plan contributions, Medicare withholdings, 401(k) contributions, uniform allowances, and certain relocation benefits. Non-salary costs include charges such as all travel related costs, transportation charges for shipment of supplies, freight, rent, communication charges, utilities, local telephone services, printing, reproduction, services charges, consultant fees, supplies, equipment, insurance claims, grants, interest, and other miscellaneous charges.

Proposed Annual Amount: Reflects the breakdown of the total amount of proposal by program area and by type of cost.

Indirect Costs: All other charges associated with the management and operation of a facility, to include corporate office support, corporate-wide programs from which each organizational entity derives some benefit (communications, prisoner transportation, national security programs, legal/general counsel support, etc.).

Summary: Recapitulation of all Program Area Costs.

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address:

<https://www.acquisition.gov>

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-16	Commerical and Government Enity Code Reporting	Nov 2014

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 56210, Facilites Support Services .

(2) The small business size standard is \$38.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal

Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiv) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xviii) [52.225-4](#), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

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

(End of provision)

K.3 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

SECTION L INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address: <https://www.acquisition.gov>

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFEROR'S--COMPETITIVE ACQUISITION	JAN 2004
52.215-1 ALT II	INSTRUCTIONS TO OFFEROR'S--COMPETITIVE ACQUISITION - ALT II	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999

L.2 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.3 52.233-2 Service of Protest (Sept 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Regular Mail or Express Service

United States Marshals Service

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

[Redacted]

[Redacted]

[Redacted]

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.4 2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by [FAR 33.103\(d\)\(2\)](#):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.

(g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.

(i) The Department of Justice will stay award or suspend contract performance in accordance with [FAR 33.103\(f\)](#). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Clause)

L.4 QUESTIONS FROM OFFEROR'S CONCERNING THE SOLICITATION:

Offeror's may submit questions, concerns or request clarification of, any aspect of this solicitation via electronic mail to **(b) (6), (b) (7)(C), (b) (7)(F)** the RFP Question Submittal Form (Section J, Attachment 9). The offeror must include the Company's Name and Solicitation Number in the subject line of the email.

The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Questions received without this information may not be

answered. It is requested that all questions be received by noon (insert date), to allow the Government adequate time to prepare and issue responses, so that offeror's can use the information in preparing proposals.

The Government will continue to accept questions up to the closing date and time set for receipt of proposals; however, time may not permit responses to questions received after (insert date), to be prepared and issued prior to receipt of proposals.

The Government will not acknowledge receipt of questions. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with all solicitation amendments at <http://www.fedbizopps.gov/>.

L.5 SUBMISSION OF PROPOSAL

Due Date/Time: Proposals shall be delivered to the mailing address specified below, by the due date specified in Section A. Offers received after this specified date and time will be considered late and will not be evaluated.

Regular Mail or Express Service

United States Marshals Service

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

[REDACTED]

[REDACTED]

[REDACTED]

Hand Delivered Proposals will not be accepted

PROPOSAL CONTENT

Proposals shall be submitted in four parts. Each of the parts must be completed so that the evaluation of each part may be conducted independently.

All pages of each part shall be appropriately numbered and identified with the name of the offeror, date and RFP number to the extent practicable. Unless explicitly stated otherwise, the proposal text shall be typed, using Times New Roman, Size 12, 1.5 spaced and printed-unreduced in size on 8 ½ x 11 inch paper. Proposal page limitation will be enforced.

Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offeror's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

The proposal shall be accompanied by a cover letter providing the following information:

1. RFP Title
2. RFP Number
3. Name and Address

4. Name, Title, Telephone Number, Email address and Fax Number of Point of Contact
5. Identification of the Proposal Volume

The overall proposal shall consist of four physically separate volumes, individually entitled as stated below. The required quantity of each volume is shown in the matrix below. Each copy of each volume shall be numbered sequentially.

<u>Proposal Volume</u>	<u>Total Copies Required</u>
Volume #1 – Business Proposal soft copy)	2 (1 copy w/original signatures and 1
Volume #2 – Technical Proposal	8 (1 hard and 7 soft copy)
Volume #3 – Past Performance & Experience	2 (1 hard and 1 soft copy)

Faxed proposals will not be considered!

Instructions for submission of softcopy proposals: This section provides instructions to Offeror's on the submission of softcopy proposals. The CD-ROMs shall be delivered to the Government at the same time as the hardcopy proposal submission. In the event, the Contracting Officer has determined that the hardcopy and electronic versions of the Offeror's proposals are not the same; the hardcopy version shall prevail.

Labeling - CD-ROMs should be closed (or finalized) such that no additional data may be recorded to the disk. All physical media are to be clearly labeled with the Offeror's name, RFP reference (name and number), and display the phrase "Source Selection Sensitive." Offeror's should be careful to ensure that the application of such labels does not interfere with the operation of the CD-ROM.

Applications – Proposal information should be submitted using any of the following applications: *Microsoft Office 2000* including Word (.doc), Excel (.xls), and PowerPoint (.ppt or .pps). Macros should be disabled on all files; *Adobe Acrobat 4 or 5*: Portable Document Format (PDF) files should be created using the Adobe Acrobat Distiller or Writer or by using the PDF Postscript Printer, such that any subset of proposal text is capable of being copied to the clipboard. The Acrobat Bookmark feature may be used for document navigation; however, use of the Acrobat Notes feature is prohibited. Offeror's shall use the 'Optimize' feature of Adobe Acrobat to decrease file size and prepare them for viewing on the Internet.

Linking - Softcopy proposals may contain links within each file (for example, entries in a Table of Contents may contain links to the pages to which they refer), but may **not** contain links to other files or volumes.

Graphics - Graphics inserted into documents should be in compressed formats (GIF or JPEG), and in 72 dpi resolution. Graphics should also be pre-sized, such that they match the context of the size of the document that they to be are included in (i.e., large graphics shall be scaled down in an image editor prior to insertion to a size relative to that at which they are displayed in the document. They should **not** be inserted as large graphics and resized within the document

itself).

Virus Scanning - Offeror shall make every reasonable effort to deliver the CD-ROMs to USMS free of known computer viruses. The Offeror shall be responsible for examining all such products prior to delivery to USMS using software tools and processes capable of detecting all known viruses. The offeror should ensure that the latest virus definitions have been installed from the software vendor prior to scanning files.

Readme File - Offeror's may prepare a Read me file describing the organization and layout of their electronic submission. This file must be in plain text format, with the filename of "readme.txt," and must appear in the root directory of the submission. The readme file will not count towards the total proposal page counts specified elsewhere in Section L, and are not required to be submitted in hardcopy.

Volume #1 – Business Proposal

Volume #1 consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, other statements of the offeror and any other administrative information.

(a) Format and Content - The Volume shall include the following documents in the order listed:

- (1) Fully executed Optional Form (OF) 308, Solicitation and Offer Negotiated Acquisition;
- (2) Pricing Schedules (extracted from Section B);
- (3) Fully executed Offeror Representations, Certifications and Other Statements (extracted from Sections G, J, K and L as applicable);
- (4) Contractor Business Qualifications Questionnaire (Section J, Attachment 7)
- (5) Small Business Subcontracting Plan (Section J, Attachment 8)
- (6) Detention Services Contract Operating Estimate for the Base Period and one for each Option Period for a total of 5. (Section J, Attachment 11)

The Proposal Form

- (a) Use of the Form. OF 308, Solicitation and Offer Negotiated Acquisition, which is Section A of the RFP, shall be fully executed by the offeror and shall be the first page of each copy of Volume I.
- (b) Acceptance Period. The acceptance period shall be no less than the period of time entered by the Government on the OF 308 in Block 4.
- (c) Signature Authority. The individual signing the OF 308, shall provide proof they have the authority to commit the offeror to all requirements of the proposal, fully recognizing the Government has the right, by terms of the RFP, to make award without further discussions if it so elects. This individual shall also be required to attend any and all negotiations and pre-performance conferences, etc.

Volume #2 – Technical Proposal

Volume #2 consists of the offeror's technical approach to performing the requirement, the offeror's technical capabilities and the technical effort the offeror would apply to satisfy the requirements of the SOW. Since each offeror's Technical Proposal will be evaluated in accordance with Section M, it should be practical and prepared simply and economically, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the RFP.

The proposal should not merely offer to perform work in accordance with the SOW, but shall describe the actual work proposed as specifically as practical. The SOW reflects the requirements and objectives of the program under consideration; therefore, repeating or paraphrasing the SOW without sufficient elaboration is not acceptable.

(a) Format and Content

(1) Volume #2 shall include the following components:

Table of Contents
List of Attachments, Tables and Figures
Technical Discussion

This section shall describe the offeror's approach to performing the requirement. It must clearly address each issue identified below in as much detail as practical.

TECHNICAL PROPOSAL: VOLUME #2-A 1. Organizational Structure: Each offeror shall provide a diagram of the proposed organizational structure. The diagram shall detail the corporate and facility lines of authority for this effort (including all proposed subcontracting and lease-hold relationships) and the relationship of the organizational structure the offeror's corporate office.
Page Limitation (3 Pages)

1. Quality Control Plan: The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance.
2. Staffing: The offeror shall provide a post-specific, facility staffing plan along with a facility floor plan and detainee housing unit plan.
3. Compliance with Federal Performance-Based Detention Standards. The offeror shall identify how the facility operations will comply with the 2016 Federal Performance-Based Detention Standards:

ADMINISTRATION AND MANAGEMENT

- A.1 Policies and Procedures
- A.2 Quality Control
- A.3 Detainee Records
- A.4 Facility Admission and Orientation Program
- A.5 Detainee Property
- A.6 Detainee Transfers and Releases

- A.7 Detainees with Disabilities
- A.8 Discrimination Prevention
- A.9 Staffing
- A.10 Staff Training
- A.11 Emergency Plans
- A.12 External Agency Notifications
- B: HEALTH CARE
 - B.1 Health Care Administration
 - B.2 Intake Health Screening
 - B.3 Medical, Mental Health and Dental Appraisals
 - B.4 Access to Health Care
 - B.5 Provision of Health Care
 - B.6 Incident Health Care
- C: SECURITY AND CONTROL
 - C.1 Correctional Supervision
 - C.2 Detainee Accountability
 - C.3 Control of Contraband
 - C.4 Use of Force/Non-Routine Application of Restraints
 - C.5 Weapons Control
 - C.6 Keys, Tools, and Medical Equipment Control
 - C.7 Post Orders
 - C.8 Detainee Discipline
 - C.9 Restrictive Housing
 - C.10 Detainee Transportation
- D: FOOD SERVICE
 - D.1 Food Service Administration
 - D.2 Food Service Employee/Worker Health
 - D.3 Food Storage and Preparation
 - D.4 Equipment, Utensils, and Linens
 - D.5 Detainee Meals and Special Diets
- F: SAFETY AND SANITATION
 - F.1 Fire Safety and Chemical Control
 - F.2 Sanitation and Environmental Control
 - F.3 Clothing and Bedding
 - F.4 Detainee Hygiene
 - F.5 Emergency Power and Communication
- G: SERVICES AND PROGRAMS
 - G.1 Classification and Housing
 - G.2 Access to the Courts and Legal Materials
 - G.3 Mail
 - G.4 Telephones
 - G.5 Religious Programs
 - G.6 Recreation
 - G.7 Visitation
 - G.8 Work Programs
 - G.9 Grievance Program

4. Compliance with American Correctional Association Performance Standards for Adult Local Detention Facilities (ALDF). The offeror shall identify how the facility operations will comply with the ALDF standards pertaining to: (1) Physical Plant; (2) Inmate Housing; (3) Single Occupancy Cells; (4) Multiple Occupancy cells; (5) Cell Room Furnishings; (6) Dayrooms; (7) Washbasins; (8) Bathing Facilities; and (9) Toilets.

TECHNICAL PROPOSAL: VOLUME #2-B

1. ACTIVATION AND STAFFING

Contract Activation: The offeror shall submit:

- 1) A detailed schedule of the activation process;
- 2) An on-site staff reporting schedule;
- 3) A complete list of all contractor policies to be developed and implemented. The list shall include the date each policy will be submitted for government review; and
- 4) A description of how the contractor will coordinate activation with the government.

(Schedules shall reflect project calendar days; track task start/finish/duration; identify individual tasks and their relationship to other tasks.)

Project Coordinator: The offeror shall identify the proposed Project Coordinator for this requirement. The offeror shall provide the individual's name, current employment status and a resume. The resume shall include, at a minimum, directly related work experience, professional development applicable to the specific position and performance record in directly related fields. Page Limitation (3 pages)

Human Resources: The offeror shall submit a list of all personnel necessary for the performance of the contract. The list shall be organized by department and clearly and concisely illustrate: each position title; number of working days per week; number of staff per shift; relief factor; total number of full time equivalents for each position title, department, and total compliment; applicable hourly rate and annual pay schedule.

2. PHYSICAL PLANT

The offeror shall specify the location of the proposed facility by providing the address and identifying the site on a general location map and a local area map.

The offeror shall identify the rated capacity of the proposed facility.

Submit a brief DVD/video tour (15-30 minutes) of the proposed site and buildings. (DVD must be in (.wmv) format, functional with Windows Media Player)

The offeror shall submit half size prints of facility site plan (Scale of original document: Minimum 1" = 100 feet) showing the location of buildings, roads, fences, parking lots, walkways, and other major site improvements.

The offeror shall submit half-size prints (Scale of original document: 1/8" = 1 foot) of architectural floor plans for each building showing:

- 1) Name/function of all rooms;
- 2) Total gross square footage of each program area and entire facility;
- 3) Entry into the secure perimeter by means of a secure entry point;
- 4) Physical Plant security details including, but not limited to, secure walls, security doors, secure ceilings, control center, sally ports, secure perimeter;

The offeror shall explain the proposed facility's compliance status with the following:

- 1) Handicapped accessibility requirements;
- 2) Building code requirements;
- 3) Fire safety and life safety requirements; and provide appropriate substantiation for each (e.g., certificates, licenses, etc.). If the facility is presently non-compliant, the offeror shall explain what action it will take to become compliant prior to the date scheduled for issuance of the notice to proceed.
- 4) Compliance with the American Correctional Association, Performance Standards for Adult Local Detention Facilities. If the facility is presently non-compliant, the offeror shall explain what action it will take to become compliant prior to the date scheduled for issuance of the notice to proceed.

Volume #3 – Past Performance & Experience

The Past Performance and Experience Proposal shall serve to gather information regarding the quality of an offeror's past performance and the extent of an offeror's experience performing secure correctional type services.

At a minimum, the submission shall contain the information specified below in accordance with the following general format:

Table of Contents
List of Tables and Exhibits
Past Performance Information
Corporate Experience

Offeror's are encouraged to submit Past Performance and Experience information prior to the due date for proposals, to assist the Government in reducing the evaluation period.

Offeror's shall submit a list of all contracts and subcontracts related to secure corrections/detention services completed during the past three years and all contracts currently in progress. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers.

Include the following information for each contract and subcontract:

- (1) Name of contracting activity;
- (2) Contract number;
- (3) Contract type (i.e., cost reimbursement, fixed-price);
- (4) Date of contract award and expiration
- (5) Total contract value and per diem rate(s);
- (6) Definition of contract work;
- (7) Contracting Officer and telephone number;
- (8) Program Manager and telephone number;
- (9) Administrative Contracting Officer (if different from #7 above) and telephone number; and,
- (10) List of prime contractor or major subcontractors with contact names, addresses and telephone numbers.

Corporate Experience: The offeror shall provide the following information for each contract listed above:

- (1) If the contract was competitive or sole source and if the present contract was awarded as a follow-on contract.
- (2) Identify any change orders/modifications to the contract subsequent to award, the basis of the change and the dollar value.
- (3) Identify if the operation has been accredited by the ACA, JCAHO and/or other professional organizations and the date of each accreditation.
- (4) In a brief narrative, describe the extent to which the contract was/is similar to the requirements identified by this RFP (i.e., population quantity, population security level, size and complexity of staff compliment, quality control approach). A technical description sufficient to permit assessment must be provided to support the similarity.
- (5) Provide data representing the number of occurrences for the following listed incidents:
 - (1) Escape;
 - (2) Food/Work Strike;
 - (3) Disturbances involving ten offenders or more
- (6) Provide information on problems encountered on the identified contracts and the corrective action taken.

L.6 FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal agencies for copies of Technical and Business Proposals from other than Government sources.

The offeror should identify information in its proposals the offeror believes should be withheld from these sources, on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA).

This identification will assist in the decision by a responsible Federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal:

"Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages ____."

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential privileged, and not subject to mandatory disclosure under the FOIA.

All information in an offeror's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

L.7 DISPOSITION OF PROPOSALS

Following selection of the successful contractor and contract award, unsuccessful proposals will be disposed of by retaining one copy at the contracting office having issued the solicitation and destruction by shredding the remaining copies.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (s):

<https://www.acquisition.gov/>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION FACTORS FOR AWARD

Award will be made to the responsible offeror whose offer, conforming to this RFP is found to be most advantageous to the Government. Although price will be evaluated, the Government reserves the right to award contract(s) under this solicitation, to the offer(s) who can accomplish the requirement set forth in the solicitation and represent the best overall value to the Government.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The overall relative importance of the evaluation criteria is listed below in descending order:

1. Technical Proposal
2. Past Performance and Experience
3. Facility Location
4. Price
5. Small Business Evaluation

1. TECHNICAL PROPOSAL:

Technical proposals will be evaluated to determine the soundness and anticipated effectiveness of the offeror's approach to performing the tasks identified in Section L of the RFP.

2. PAST PERFORMANCE AND EXPERIENCE:

Each offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used in evaluating proposals and for responsibility

determinations. The evaluation will focus on information which demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted.

Information utilized may be obtained from the references listed in the proposal, other customers known to the Government or of whom it becomes aware, consumer protection organizations, and any others who may have useful and relevant information. Information may also be considered regarding significant subcontractors, corporate personnel and essential personnel.

Past Performance will be examined to ensure corrective measures have been implemented where problems in performance have occurred. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Past performance will be evaluated to determine the level of quality, business relations and customer satisfaction the offeror has delivered during its performance of prior and existing contracts for similar services (e.g. accreditation of operation, quality control of services delivered, responding to and resolving potential problems, etc.).

3. FACILITY LOCATION:

The facility shall be located within the USMS Southern District of California. A facility located closer to the U.S. Courthouse, 333 W. Broadway, San Diego, California, 92101, will receive more consideration.

4. SMALL BUSINESS EVALUATION:

The government will evaluate the small business subcontracting plan based on information submitted from Section J, Attachment 8.

5. PRICE:

In the evaluation of price, the offeror proposing the lowest price will receive the maximum points available under the Cost to the Government (price) factor. The second lowest offeror's price will be divided into the lowest offeror's price to establish a percentage. The percentage will be multiplied by the maximum available points allotted to the price factor. For evaluation purposes, price is defined as the offeror's proposed price plus the offeror's proposed fixed incremental unit price.

M.4 DISCUSSIONS

Offerors are advised that if the decision is made that award cannot be made on initial proposals, the Government shall conduct discussions. The Contracting Officer will determine the method of discussions, either written or oral.