

CONTRACT AWARD

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1. CONTRACT NUMBER ODT-9-C-0003		2. EFFECTIVE DATE 03/01/2009		3. SOLICITATION NUMBER ODT-9-R-0001		4. REQUISITION/PROJECT NUMBER Youngstown	
5. ISSUED BY United States Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203				6. ADMINISTERED BY (If other than Item 5) United States Department of Justice Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, VA 22203			
7. NAME AND ADDRESS OF CONTRACTOR Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215				8. PAYMENT WILL BE MADE BY United States Marshall Service District of Ohio			
9A. DUNS NUMBER 159734151		9B. TAXPAYER'S IDENTIFICATION NO. 621763875		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input checked="" type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)			

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12. BRIEF DESCRIPTION
Contract performance requires the management and operation of a contractor owned and operated detention facility for federal prisoners in accordance with the performance based work statement contained within section c of this document.

13. TOTAL AMOUNT OF CONTRACT \$189,366,674.00

14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)

B. SIGNATURE OF PERSON AUTHORIZED TO SIGN
Natasha K. Metcalf
C. NAME OF SIGNER
Natasha K. Metcalf
D. TITLE OF SIGNER
Vice President, Customer Contracts
E. DATE
3/6/09

A. UNITED STATES OF AMERICA (Signature of Contracting Officer)
Anthony Bigesby
B. NAME OF CONTRACTING OFFICER
Anthony Bigesby
C. DATE
06 Mar 09

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 SERVICES AND PRICES

(a) NONPERSONAL 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 Request for Proposal (RFP).

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 of this RFP, will be for a two-year base period, with up to four two-year options to extend. Potentially, the contract could be for a 10 year period.

(b) PRICING INSTRUCTIONS

For purposes of this solicitation, the offeror must submit an offer for the total two-year base period requirement and each option period. 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 will occur within 60 days of the start of the pertinent fiscal year.

Accordingly, Program Year Two of the base period is subject to cancellation in the event funds are not available. The cancellation ceilings for the base period years are as follows:

Year 2 - 30% of the Total Base Period Price

There is no cancellation fee for option periods. Any cancellation and related contractor claim for costs will be handled according to FAR 52.217-2, Cancellation under Multi-year Contracts (See Section I of the solicitation) and the cancellation ceilings set forth above.

Section B - Pricing Schedule

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

Transportation and Guard Services for Court and Medical Appointments (to include emergencies), and shall be included within the per-day rate for services. Airlift and inpatient medical coverage shall be charged at the hourly rate. Mileage for all transportation shall be at the approved General Services Administration Mileage reimbursement rate and will not be provided for Medical Appointments (to include emergencies).

Base Period	Estimated Prisoner Days	Per-Day Rate	Total
1/1/09-12/31/09	(b) (4)		
1/1/10-12/31/11			
Guard Service			
Base Period	Estimated Hours	Per-Hour-Rate	Total
1/1/09-12/31/09	(b) (4)		
1/1/10-12/31/10			
Option Period #1	Estimated Prisoner Days	Per-Day Rate	Total
1/1/11-12/31/11	(b) (4)		
1/1/12-12/31/12			
Guard Service			
Option Period #1	Estimated Hours	Per-Hour-Rate	Total
1/1/11-12/31/11	(b) (4)		
1/1/12-12/31/12			
Option Period #2	Estimated Prisoner Days	Per-Day Rate	Total
1/1/13-12/31/13	(b) (4)		
1/1/14-12/31/14			
Guard Service			
Option Period #2	Estimated Hours	Per-Hour-Rate	Total
1/1/13-12/31/13	(b) (4)		
1/1/14-12/31/14			
Option Period #3	Estimated Prisoner Days	Per-Day Rate	Total
1/1/15-12/31/15	(b) (4)		
1/1/16-12/31/16			
Guard Service			
Option Period #3	Estimated Hours	Per-Hour-Rate	Total
1/1/15-12/31/15	(b) (4)		
1/1/16-12/31/16			
Option Period #4	Estimated Prisoner Days	Per-Day Rate	Total
1/1/17-12/31/17	(b) (4)		
1/1/18-12/31/18			
Guard Service			
Option Period #4	Estimated Hours	Per-Hour-Rate	Total
1/1/17-12/31/17	(b) (4)		
1/1/18-12/31/18			

UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)
 COMPREHENSIVE DETENTION SERVICES
 REVISED OCTOBER 2008 – DISTRICT OF NORTHERN OHIO

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C.1 Definitions/Acronyms

ACA: American Correctional Association.

ALDF: Performance –Based Standards for Adult 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 or national 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 TECHNICAL REPRESENTATIVE (COTR): 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.

OIMS: Office of Interagency Medical Services, Prisoner Operations Division, U.S. Marshals Service.

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

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 (form USM 130)
- E. Work Assignments, Program Participation,
- F. Miscellaneous Correspondence, etc.
- G. Medical Summary of Federal Prisoner/Alien in Transit (form USM 553)

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.

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.

RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

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.

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

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 firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

C.2 Introduction

1
2 This Performance Work Statement (PWS) sets forth the contract performance requirements for the
3 management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees.
4 The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing
5 or hearings. The USMS and the Office of the Federal Detention Trustee (OFDT) will award a contract that
6 allows the components of the Federal government, including the USMS, Bureau of Prisons (BOP), as well as
7 the U.S. Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to
8 house detainees at the facility.
9

10 It is the policy of the United States Marshals Service (USMS) to ensure the secure custody, care, and
11 safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other
12 activities for USMS detainees are permitted only within secure areas of the building or within the secure
13 external recreation/exercise areas.
14

15 The Facility shall have the capability to accommodate at least 300 prisoners and a maximum of 600 at a single
16 site. The facility shall be located within 100 miles of U.S. Federal Courthouse located at 801 West Superior
17 Avenue, Cleveland, Ohio 44113. The facility shall also be located within appropriate proximity and access to
18 emergency services (medical, fire protection, law enforcement, etc.). In addition, the institution shall include
19 special housing units with a capacity of at least 10 percent of the detainee's beds at the facility.
20

21 The facility shall have five (5) sound proof video conferencing stations. Two dedicated for court hearings
22 and three for attorney and/or medical consultations that permit prisoners and their attorneys to
23 communicate in a secure manner which preserve the confidentiality of the attorney-client relationship and
24 allow medical consultations.
25

26 Contract performance shall begin upon contract award. Upon receipt of the contract, the contractor shall
27 immediately begin accepting detainees.
28

29 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA Standards
30 and the *Federal Performance-Based Detention Standards (FPBDS)* located at, www.usdoj.gov/ofdt/standards,
31 shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to
32 issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be
33 modified without the prior written acknowledgment of the CO. Whether required by this PWS, elsewhere in this
34 contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and
35 incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all referrals
36 from the USMS. The Contractor shall furnish all personnel, management, equipment, supplies and services
37 necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is
38 responsible for all the costs associated with and incurred as part of providing the services outlined in this
39 contract.
40

41 C.2.1 General

1
2 All services and programs shall comply with the PWS and all applicable federal, state and local laws and
3 regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court
4 Orders. Should a conflict exist between any of the abovementioned standards, the most stringent shall apply.
5 When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall
6 determine the appropriate standard.

7
8 The Government reserves its rights to conduct announced and unannounced inspections of any part of the
9 facility at any time and by any method to assess contract compliance.

10
11 Unless specified, the Contractor is required to perform in accordance with the most current editions of the
12 Federal Performance-Based Detention Standards (www.usdoj.gov/ofdt/standards.htm), American
13 Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention
14 Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care
15 (NCCHC) Standards for Health Services in Jails (current edition).

16
17 The Contractor shall obtain ACA and NCCHC accreditation within 24 months of contract award and shall
18 maintain continual compliance with all ACA standards and supplements during the performance of the contract,
19 unless otherwise specified by the USMS. If the facility is already ACA accredited at the time of Contract Award,
20 the offeror shall maintain accreditation for the term of the contract. Once full accreditation has been obtained,
21 the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods
22 exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within
23 24 months from the contract award may result in a reduction of the contract price.

24
25 Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or procedure. In
26 these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where
27 other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall prevail.

28
29 This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with
30 information or data. Post-award, the CO may formally designate the COTR to assume some of those
31 responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to
32 approve any action which would result in additional charges to the Government. All such changes must be
33 made in writing by the CO.

34
35 All records related to contract performance shall be retained in a retrievable format for the duration of the
36 contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or
37 termination of the resulting contract, transmit to the Government any records related to performance of the
38 contract.

39
40 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and
41 Records Administration. Records and information management functions are required and mandated by the
42 following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB
43 Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for

1 unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and
2 7989.

3
4 The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the
5 DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action,
6 judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its
7 agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The
8 Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any
9 such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees
10 incurred by the United States Government, the DOJ and its employees or agents. The Contractor's liability
11 shall not be limited by any provision or limits of insurance set forth in the resulting contract.

12
13 In awarding the contract, the Government does not assume any liability to third parties, nor will the Government
14 reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or
15 damage to property resulting in any way from the performance of the contract or any subcontract under this
16 contract.

17
18 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its
19 employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining
20 to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing.
21 The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any
22 requests pertaining to federal or Contractor litigation.

23
24 Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of
25 the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which
26 mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate
27 manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of
28 the detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a member of the United
29 States Congress or the media requests information or requests to visit the facility. The Contractor shall
30 coordinate all public information related issues with the COTR. All press statements and releases shall be
31 cleared, in advance, with the COTR.

32
33 The contractor, their employees, agents, or sub-contractors shall not release any information regarding the
34 facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without
35 express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter
36 related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the
37 USMS of any incident where they believe information was released by their employee, agent, or sub-contractor
38 related to a USMS' matter.

39
40 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees'
41 opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles they
42 write that relate to any aspect of contract performance or the facility operations.

1
2 **C.2.2 Quality Control**
3

4 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS
5 are achieved.
6

7 The Contractor is responsible for management and quality control actions necessary to meet the quality
8 standards set forth in the contract. The Contractor must provide a Quality Control Plan (QCP) as part of their
9 proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before the
10 contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by
11 the CO before the contract start date. The NTP will be contingent upon government approval of the QCP.
12 FPBDS Administration/Management Section – A.2.
13

14 The records of inspections must be kept and made available to the COTR and CO,
15 when requested, through the contract performance period and for the period after contract completion until
16 final settlement of any claims under this contract.
17

18 **C.2.3 Quality Assurance**
19

20 The Government quality assurance is comprised of the various functions, including inspection performed by the
21 Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The
22 Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.
23

24 Each phase of the services rendered under this contract is subject to Government inspection both during the
25 Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory
26 condition(s), the Contractor shall submit a written report to the COTR addressing corrective/preventive actions
27 taken. The COTR must check the Contractor's performance and document any non-compliance, but only the
28 CO may take formal action against the Contractor for unsatisfactory performance. The COTR will be designated
29 subsequent to contract award and a delegation of COTR duties and authority will be furnished to the
30 Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any
31 individual item of nonconforming service observed as specified in Section E-3 "Contractor's Failure to Perform
32 Required Services." The Government may apply various inspection and extrapolation techniques to determine
33 the quality of service and the total payment due.
34

35 **C.3 Administration and Management**
36

37 **C.3.1 Information System**
38

39 All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA Standards
40 and the FPBDS. Policy and procedures shall be developed to ensure the confidentiality and security of all
41 detainee files. FPBDS Administration/Management Section - A.3.
42

43 **C.3.2 Receiving and Discharge of Prisoners or Detainees**

1
2 The Contractor shall develop a policy to prevent the introduction of contraband upon admission to or release
3 from the facility or to other authorities. The policy shall be certified by the Corporate Counsel to ensure it is
4 consistent with state, local and federal laws prior to submission to the Contracting Officer for approval.
5

6 Prisoners or Detainees shall be fingerprinted, photographed and receive a shower and criminal history check in
7 accordance with the FPBDS on Admissions Documentation. The intake process shall include, at a minimum, a
8 medical screening, to include TB testing which shall be documented on a USM-522c, and social screening prior
9 to detainee release into the general population. Psychological screening shall be conducted within 24 hours
10 of arrival at the facility.
11

12 The Contractor shall provide a detainee classification system that ensures detainees are classified
13 appropriately using objective criteria and information provided on the USM-129 Prisoner Information Form
14 to identify special handling or separation issues, and kept physically separate from detainees in other
15 categories. Detainees will be classified upon arrival, before being admitted to the general population. Any
16 difference in a detainee's classification from the prior USMS' classification, including but not limited to,
17 segregation and special housing, requires prior approval of the USMS. FPBDS Administration/
18 Management Section – A.3.4a, A.4, A.5, A.6, & A.7, and Security & Control C.6
19

20 Any Prisoners or Detainees who is determined by the facility to be "high" security custody for housing
21 purposes only, the U.S. Marshal Service will develop a plan to ensure the prisoner/detainee is removed
22 from the facility and out of the state within 45 days.
23

24 The Contractor shall prepare a USMS ' 553 Medical Summary of Federal Prisoner/Alien In-Transit form to
25 accompany any inmates that are transferring out of the institution.
26

27 C.3.3 Manage and Account for Prisoners or Detainee Assets 28

29 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons
30 Program Statement P4500.04, Chapter 4526 for Spending Limitation of detainee funds while housed at the
31 facility located at: www.bop.gov.
32

33 Procedures shall be establish for transferring detainee funds and property upon release from the facility or
34 transfer to another facility, or when a detainee requests a funds transfer to an outside source. These
35 procedures shall be provided to the USMS for review and written approval.
36

37 The Contractor shall ensure that all funds of detainees, who are scheduled for removal to a BOP facility, are
38 transferred to the BOP's Clearinghouse at the following address:
39

40 Federal Bureau of Prisons
41 (Insert valid committed inmate name)
42 (Insert inmate 8 digit registry number)
43 P.O. Box 474701

1 Des Moines, Iowa 50947-0001

2
3 Transfer of detainee funds shall occur within seven (7) working days upon transfer to another facility or when a
4 prisoner or detainee requests funds transfer to an outside source. If a detainee is to be released from USMS'
5 custody, the contractor shall release all detainee funds prior to detainee's release from the facility. FPBDS
6 Administration/Management Section - A.5.

7 8 C.3.3a Detainee Property

9
10 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons
11 Program Statement P5580.07, Personal Property, Inmate at: www.bop.gov.

12 13 C.4 Security/Control Prisoners or Detainees Accountability

14 15 C.4.1 Facility Security

16
17 Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed.
18 The procedures shall include, but are not limited to: method of inspection to expose compromised locks or
19 locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance
20 schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and
21 locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and
22 method of issuing emergency keys.

23
24 Policy and procedures shall require that security risk items and those classified controlled tools and equipment
25 most likely to be used in an escape or as a weapon are not to be issued to detainees under any circumstances.
26 A contraband control program shall be established in accordance with the ACA, ALDF and FPBDS on the
27 control of contraband. FPBDS Security and Control Section C.

28 29 C.4.2 Incident Reporting

30
31 The Contractor shall immediately report all criminal activity related to the performance of this contract to the
32 USMS, who shall contact the appropriate law enforcement investigative agency. The Contractor shall
33 immediately report all serious incidents to the COTR. Serious incidents include, but are not limited to the
34 following: activation of disturbance control team(s); disturbances (including gang activities, group
35 demonstrations, sexual assault/abuse, food boycotts, work strikes, work place violence, civil
36 disturbances/protests); staff uses of force, assaults on staff/detainees resulting in injuries that require
37 medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-
38 down of the facility; escape; any security breaches weapons discharge; suicide attempts; deaths; hunger
39 strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence
40 damage; power outages; bomb threats; significant environmental problems that impact the facility
41 operations; transportation accidents if a detainee is in the vehicle . The Contractor shall provide a safe,
42 secure, and humane environment for alleged victims of sexual assaults and detainees undergoing mental
43 health treatment for sexual assault.

1
2 Federal Law has increased the penalties and expanded jurisdiction for sexual relations/abuse offenses in
3 correctional facilities. The contractor shall review Title 18, USC - 2241, 2242, 2243 and 2244, as sexual
4 conduct between corrections staff and inmates are considered a felony and punishable under United State
5 Codes.

6
7 The Government may investigate any incident pertaining to performance of this contract. The Contractor shall
8 cooperate with the Government on all such investigations.

9 10 C.4.2a Prisoner Rape Elimination Act (PREA)

11
12 The contractor is required to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of
13 the facility. All prisoners or detainees have a right to be safe and free from sexual harassment and sexual
14 assaults.

15 16 C.4.3 Detainee Disciplinary Policy

17
18 The Contractor shall comply with the FPBDS on Disciplinary Policy. Facility authorities will take disciplinary
19 action against any detainee that is not in compliance with the rules and procedures of the facility.
20 FPBD Security & Controls Section C.12.

21 22 C.4.4 Prisoner or Detainee Accountability

23
24 A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at least
25 one count per shift. All counts shall be documented in separate logs maintained in the applicable locations
26 where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum
27 of 30 days. FPBDS Security & Controls Section C.7.

28 29 C.4.4.a Detainee Separation

30
31 The contractor shall ensure detainees committed to the custody of the Attorney General under a Detention
32 Order for confinement in a corrections facility separate, to the extent practicable, from prisoners awaiting or
33 serving sentences or being held in care, custody and control of the U.S. Marshals Service for any variety of
34 reasons. The contractor shall review Title 18, Part II, Chapter 207, USC 3142.

35 36 C.4.5 Transportation and Outside Guard Services

37 38 I Objectives

39
40 Transportation and outside guard services shall include all transportation and guarding of prisoners outside
41 the perimeter of the contractor's facility and within 500 miles radius service area. This shall include
42 stationary guard services outside the contractor's facility. Circumstance requiring transportation and
43 outside guard services include: transportation to and from, as well as stationary guard services at: medical

1 care facilities, federal courts, other detention facilities, airlifts, and any other location within 500 mile radius
2 service area as directed by the COTR. The contractor's transportation and outside guard services
3 procedures shall ensure staff and prisoner security and safety.
4

5 The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer
6 immediately upon notification of detainee admission to the hospital facility. Prior to detainee admission to the
7 hospital the contractor shall ensure the prisoner is admitted under the name of John or Jane Doe for security
8 reasons. The detainee will remain in contractor custody after admission and for the duration of the hospital stay
9 or until transferred to USMS custody at the discretion of USMS/COTR.
10

11 The detainee will remain in contractor custody after admission and for the duration of the hospital stay or until
12 transferred to USMS custody at the discretion of USMS/COTR.
13

- 14 a. Contractor shall furnish the necessary security personnel, equipment, direct real time
15 communication between the Transportation Coordinator/Supervisor and transport vehicles, and
16 secured transportation vehicles to provide for the protection and safekeeping of persons held under
17 the authority of any United States statute including the detention of persons who are non-resident
18 or non-citizens of the United States.
19
- 20 b. The contractor shall guard Federal prisoners/detainees confined to a medical facility for treatment
21 as required.
- 22 c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment
23 by physicians.
24
- 25 d. Transport/Escort Federal prisoners to and from physicians' offices or for treatment in hospitals.
26
- 27 e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.
28
- 29 f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities
30 (hereinafter) referred to simply as detention facilities and the Federal Courthouse – USMS cellblock
31 and/or other locations as requested by the USMS.
32
- 33 g. Transporting/Escorting Federal prisoners between detention facilities.
34
- 35 h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner Alien
36 Transportation System (JPATS) airlift site.
37
- 38 i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.
39
- 40 j. Provide perimeter security at the contract facility.
41
- 42 k. Pick up new USMS arrest at the Federal Courthouse and transport back to the private facility with
43 their court return prisoner load.

- 1
2 l. Notify the COTR, SDUSM, and duty officer anytime a USMS prisoner is removed from the facility
3 on an emergency medical transport.
4
5 m. Anytime a USMS prisoner is transported outside of the facility the contractor shall ensure at a
6 minimum that each prisoner will be secured in a martin chain (belly chain), hand cuffs and leg
7 restraints.
8
9 n. When a USMS prisoner is admitted to the hospital the guards will call the facility and report any
10 room changes with their count for each of the five institution counts.
11
12 o. The contractor shall perform other prisoner transports and productions as directed by the USMS
13 with a 12 hour notification.
14

15 II General Requirements

- 16
17 a. The contractor shall provide adequate secured custody of prisoners and requires physical control
18 of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be
19 sufficient to prevent escape, especially when the prisoners are not contained within the confines of
20 a holding facility (cell) and/or restrained through the use restraining devices. The contractor is
21 responsible for maintaining constant guard, physical control and observation of the prisoner(s) at
22 all times.
23
24 b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport,
25 escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall
26 accept Federal prisoners at any time, day or night, and any day of the week.
27
28 c. The contractor's personnel shall be armed unless otherwise directed by the United States Marshal
29 or his designee. ^{(b) (7)(E)} guards will be required when transporting prisoners.
30
31 d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or
32 COTR must be notified IMMEDIATELY.
33
34 e. Guards/Security personnel are not employees of the United States Government and shall not
35 represent themselves to be employees of the Federal Government.
36
37 f. USMS facilities that are offered for use to USMS employees are not authorized to be used by
38 Contractor personnel (i.e., fitness center, parking facilities, etc.).
39
40 g. The contractor shall provide conspicuous identification for all personnel utilized in the security,
41 guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall
42 wear business attire, unless otherwise directed by the COTR.
43

1 h. Guards must be physically fit and medically able to perform efficiently and safely the full range of
2 guard duties. Their general physical condition must in no way involve any defect which might
3 become a hazard to them selves or others.
4

5 i. The contractor shall be responsible for orientation of employees to be utilized in providing the
6 service herein described. The orientation must be sufficient to ensure all employees understand
7 and are capable of performing the duties outline in the terms and conditions of this contract.
8

9 j. Any information provided to the Contractor regarding prisoners being guarded, transported, or
10 escorted shall be treated as confidential and shall not be divulged to anyone except the COTR
11 and/or his designee, except as otherwise provided for by State or Federal Law.
12

13 k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The
14 COTR shall be provided with a telephone number for use in contacting the Contractor's
15 operational desk at any time of the day or night.
16

17 l. The contractor shall provide a duty roster for all employees assigned to a specific detail. The
18 roster shall be used for reporting the signature for each employee reporting for duty. The duty
19 roster shall be submitted to the COTR by the contractor upon request and shall be maintained for
20 a minimum period of one year. If required for hospital guard details, supervisor personnel shall
21

(b) (7)(E)
[REDACTED] maintained in the Hospital Guard Activity Log. Any
23 and all activities that occur during that employee's shift relative to a specific prisoner are to be
24 recorded in the Hospital Guard Activity Log . The Hospital Guard Activity Log shall be created and
25 maintain by the contractor. The USMS/COTR shall approve the use & format of the contractor's
26 Hospital Guard Activity Log . The Hospital Activity Logs are to be submitted to the COTR upon
27 completion of the hospital guard detail.
28

29 m. The contractor shall conduct background screening as required in Section C.5.3.1 of the
30 Performance Work Statement. (PWS). In addition to the requirements in Section C.5.3.1, all
31 armed guards shall meet the requirements in Section 10 & 11.
32

33 III Specific Requirements

34
35 1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior
36 reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.
37

38 2. The contractor may assume under normal circumstances (b) (7)(E) guards per prisoner detail shall
39 be sufficient for purposes of maintaining security. However, the COTR shall have the authority to
40 determine when and if more or less than (b) (7)(E) guards are necessary, and the contractor shall
41 comply with this determination. For hospital guard details, (b) (7)(E) guard will be of the
42 same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1)
43 Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks

1 little or no English.

- 2
- 3 3. The Contractor shall be notified by the COTR or his designee of any special instructions
- 4 concerning the handling or transportation of prisoners/detainees. Under no circumstances shall
- 5 any prisoner, be allowed to have visitors or outside contacts, make/receive telephone calls, or use
- 6 any other electronic means of communication not approved by the United States Marshal of
- 7 COTR and/or his designee. Hospital visitation by family and friends of patient prisoners shall not
- 8 be permitted. The United States Marshal may authorize visits by family members under certain
- 9 circumstances such as terminal or major illness. During such cases, security procedures still
- 10 apply. Patient prisoners are not allowed to receive money and/or commodities, parcels,
- 11 packages, mail and/or correspondence. Any such items received at the hospital will be delivered
- 12 to the USMS for security inspection and clearance.
- 13
- 14 4. The Contractor shall provide other guard services as may be necessitated by operational
- 15 circumstances or as directed by the United States Marshal or COTR. Such services may include
- 16 assisting Deputy U.S. Marshal in transporting/escorting Federal prisoners between detention
- 17 facilities and the Federal Courthouse – USMS cellblock and/or any location as requested by the
- 18 USMS which shall include transporting/escorting prisoners between detention facilities and the
- 19 JPATS airlift site, transporting/escorting prisoners between detention facilities and medical
- 20 appointments/treatment, transporting/escorting prisoners to medical facilities or hospitals, or
- 21 assisting in providing guard services within the Federal Courthouse, Federal Courtrooms, and the
- 22 USMS cellblock.
- 23
- 24 5. The Contractor shall be responsible for the purchase of guard handguns and related equipment at
- 25 no cost to the Federal Government. The use and approval of the type of handguns will only be
- 26 approved by the COTR or his designee. Guards may use personally owned handgun. However,
- 27 all guard handguns and holsters will meet the following minimum criteria:
- 28

- 29
1. (b) (7)(E) [Redacted]
- 30 [Redacted]
- 31 [Redacted]
- 32 [Redacted]
- 33 [Redacted]
- 34 [Redacted]

- 35
- 36
2. (b) (7)(E) [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

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(b) (7)(E)

- 3. Holsters:
 - a. Designed to be worn on the strong-side hip. Cover the trigger guard.
 - b.
 - c. Be weapon specific (i.e., be designed specifically for the weapon or family of weapons, so as to insure a proper fit).
 - d. Allow one-handed drawing and re-holstering of the weapon by the user.
 - e. The holster must not allow upward pressure on any exposed portion of the muzzle to result in ejection of the weapon (i.e., belt slide, yaqui slide, or skeletonized holsters must have a thumb-break or strap).
 - f. Secure the handgun with a minimum of one retention device in the form of a strap, thumb-break, finger-break, tension screw, or other method that retains the weapon via either a physical block or through pressure on the weapon. The retention device cannot require that the user insert his or her finger into the trigger guard to release the weapon.
- 6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handguns (USMS Policy Directive No. 2.3 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall the Contractor bill for any hours or related costs associated with the weapons proficiency testing. The contractor shall ensure that each guard is familiar with and adheres to the DOJ/USMS Use of Force (USMS Policy Directive No. 2.1 – USE OF FORCE). The contractor shall ensure that each guard reviews the DOJ/USMS Use of Force policy semi-annually to coincide with semi-annual firearms qualifications. All proficiency certifications of compliance will be submitted to the COTR.
- 7. If a guard assigned to duties under this contract is an off-duty law enforcement officer from a bona fide law enforcement agency, then a yearly weapons qualification form certifying firearms proficiency from that agency is acceptable.
- 8. The Contractor shall be responsible for providing restraining devices to be placed on all Federal prisoners while in the Contractor's custody. (b) (7)(E) Prisoners being transported and/or escorted shall be restrained using a waist chain, handcuffs, and leg irons. For security purposes, it is highly recommended that a black or blue box be used in conjunction with the waist chain and handcuff. Specialty restraints (i.e., tether & control straps, thumb

cuffs, flex-cuffs, restraint chairs, etc.) will not be used unless specifically authorized by the United States Marshal. Leg irons will be used on prisoners confined to a hospital which does not have a jail ward. If leg irons must be removed for medical or other compelling purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed from a prisoner undergoing medical care or when he or she bathes or showers. When compelling medical reasons dictate and upon approval of the United States Marshal, restraining devices will not be used. Leg irons will not be placed over boots.

9. Contractor shall be responsible for ensuring that all security personnel have been properly immunized and received a tuberculin skin test at no cost to the Federal Government.
10. The Contractor shall comply with the requirements of the State of Ohio.
11. Supervisors and guards will have current guard registration cards and/or State certification or bona fide law enforcement agency identification. All armed guards shall have and maintain a current permit or State certification authorizing them to carry a firearm.
12. Guards shall have the following minimum qualifications:
 - a. Armed guard – A minimum of three (3) years law enforcement experience as a law enforcement officer.
 - b. Be 21 years or older.
 - c. Speak, read, and write English.
 - d. Possess a valid driver's license.
 - e. Be emotionally stable with no past history of emotional or mental illness.
 - f. Present a respectable appearance and adhere to reasonable grooming standards as determined by the USMS.
 - g. Be free of misdemeanor or greater convictions for crimes of violence (Lautenberg Statute).
 - h. Currently not under any court restraining order.
 - i. Free from alcohol and drug dependency.
 - j. Free of illegal drug use.
 - k. Trained and qualified in the use of an approved handgun.
 - l. Trained and qualified to carry Oleoresin Capsicum (OC) aerosols if applicable.
 - m. Physically able to perform the full range of duties without limitations as described in the Performance Work Statement.

12. Supervisory personnel shall meet the same criteria as specified for guards.

13. (b) (7)(E)

(b) (7)(E)

Hospital Guard Activity Log. Supervisory personnel shall make on-the-spot corrections for minor deficiencies and report major discrepancies to both the Contractor and the COTR.

C.4.6 Escapes

The Contractor shall notify the appropriate USMS' Duty Officer, COTR and local Law Enforcement officials immediately of any USMS' detainee escape or attempted escape. Corrective actions shall be taken immediately and verbally communicated to the COTR. A written report of the escape or attempted escape and the remedial action shall be due within 24 hours to the COTR.

The Contractor assumes absolute liability for the escape of any federal prisoner in its custody.

Procedures shall require the contractor, on a monthly basis, to verify and update the names and phone numbers contained on the emergency notification list and checklist attached to all emergency plans for federal prisoner escapes. A copy of the updated list and checklist shall be provided to the COTR. A copy of the first notification list and checklist for escapes shall be provided to the COTR thirty days after contract award.

C.4.7 Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; detainee threats domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Federal Government.

C.4.8 Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's Quality Control Program shall meet the requirements of FPBDS Administration/Management Section – A.2.

C.4.9 Institutional Emergency Readiness

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

1
2 The plan shall also include provisions for one or more disturbance control teams. Protective clothing and
3 equipment for each team member and 30 percent of all additional facility staff members shall be provided by
4 the Contractor, and maintained in a secure location outside the secure perimeter of the facility. Any decision by
5 the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the
6 Federal Government. The Contractor shall reimburse the Government for any and all expenses incurred in
7 providing such assistance. FPBDS Security and Control Section – C.14.

8
9 The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons,
10 munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this
11 contract. The COTR, prior to issuance of the NTP, shall approve the intervention equipment. The approved
12 intervention equipment inventory shall not be modified without prior written approval of the CO. (Use of any
13 chemical agents, stun technology, etc. must be covered by written policy and procedures and staff adequately
14 trained in such use).

15
16 The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal
17 government and the FPBDS Use of Force. FPBDS and DOJ Use of Force policy.

18 C.5 Workforce Integrity

19 C.5.1 Facility Staff

20
21 It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of
22 professionalism and personal integrity.

23
24 The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the
25 Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to
26 standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on
27 the reporting and investigating Standards of Conduct violations. FPBDS Workforce Integrity Section – H.

28 C.5.2 Staff Resources

29
30 The Contractor shall establish an overall written training program for all employees which incorporates, at a
31 minimum, the training requirements set forth in the ACA standards and the FPBDS. The Contractor shall
32 develop and implement a comprehensive staff training program addressing the institution's sexual
33 abuse/assault prevention and intervention programs. Written policy, procedure and practice shall provide that
34 all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as
35 part of the institution's in-service training plan. FPBDS Workforce Integrity Section – H.2.

36
37 Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case
38 managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator officials,
39 health/mental health care providers, etc.).

1 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control
2 instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-
3 approved federal, state, or county training academy or program. The use and carrying of weapons for training
4 shall meet all federal, state, and local laws and regulations. The training plan should be submitted at time of
5 proposal. Any change to the Contractor's training plan is required to be submitted in writing to the COTR for
6 review and approval prior to implementation. FPBDS Workforce Integrity Section – H.2.

7

8 C.5.3 Personnel Requirements

9

10 The contractor shall develop and maintain a Personnel Policy Manual specific to this contract. FPBDS
11 Workforce Integrity Section – H.

12

13 C.5.3.1 Employment Procedures

14

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

17

18 Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps are
19 completed for each applicant, full time or part time, as listed below and provide the results to the USMS COTR
20 for the applicable facility:

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1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form)
2. Coordinate with the assigned USMS COTR the process for USMS staff to conduct criminal history checks (National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLETS) check performed on prospective employee.
3. Conduct a pre-employment interview.
4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
5. Certify the applicant has met residency requirements (See below - Other Requirements)
6. Perform a local law enforcement agency check for the past five years as part of Limited Background Investigation (LBI) or equivalent background investigation
7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P "Questionnaire for Public Trust Positions".
9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S) if they will occupy an armed position.
10. Voucher the applicant's employment record for the past five years.
11. The Warden or designee will submit the FD-258 fingerprint card (supplied by the COTR) for each applicant directly to the FBI for the fingerprint check. All results of the fingerprint check will be received by the COTR. The fingerprint cards should have the ORI designation assigned to the COTR's district.

The determination for employment suitability must be made using the USMS' current Guidelines of Acceptability. Based on steps 1 - 11 and the Guidelines of Acceptability, the contractor will determine if the applicant is suitable for employment.

The Warden shall certify that steps 1 - 11 have been completed with satisfactory results and submit this certification with the applicant's information to the USMS COTR for conditional approval. Prior to issuing the conditional approval the COTR shall complete the following steps:

12. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.
13. Upon favorable results of fingerprints and NCIC/NLETS; the COTR shall grant a conditional approval. The conditional approval shall include the following: full name, date of birth, social security number and position applied for.
14. 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 COTR desires additional information to resolve the issue, the warden or his designee shall be contacted to obtain additional information from the applicant.

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

15. Notify USMS COTR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.

1
2 Contractor responsibilities subsequent to EOD date:

3
4 16. Receipt and review of the background investigation.

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

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

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

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

34
35 C.5.3.2 Waivers

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

- 38
39 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;
40 B. Reason(s) why the applicant should receive further consideration; and;
41 C. Availability of other suitable applicants.
42
43

1 C.5.3.3 Other Requirements

2
3 The contractor must ensure all employment practices are in accordance with U.S. Department of Labor
4 requirements in addition to state and local requirements. Contractors are advised that the following labor
5 requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor
6 Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and
7 Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract
8 Act-Price Adjustment (Multiple Year and Option Contracts).

9
10 The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic
11 violence.

12
13 The contractor shall not employ any individual who is not a United States citizen unless otherwise approved
14 by the USMS COTR. Citizens of the United States include those who were: born in the United States (the
15 fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin Islands; born
16 outside the United States to parents who are citizens of the United States, one of which was physically
17 present in the United States or one of its outlying possessions for a continuous period of one year at any
18 time prior to the birth of the person (in some situations only one person has to be a citizen); naturalized as
19 a United States Citizen; or otherwise granted citizenship under authorities described in law, beginning at 8
20 U.S.C. 1401.

21
22 Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States
23 Office of Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).

24
25 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a
26 position: (1) resided in the United States three of the past five years; (2) worked for the United States
27 overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving
28 overseas.

29
30 The USMS will have final approval for non-citizen and non-residency employment for all potential
31 employees and subcontractors.

32
33 The contractor shall maintain verification of training and experience which shall include credentials for all
34 professional staff. All credentials shall be kept current and maintained for the duration of the individual's
35 performance under the contract.

36
37 C.5.3.4 Employment Agreement

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

13
14 For this purpose, each collective bargaining agreement should provide an effective grievance procedure with
15 arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of
16 operations. As part of such agreements, management and labor should agree to cooperate fully with the
17 Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause
18 (paragraph, provision, etc.) in any subcontracts for protective services.

19 20 C.5.3.5 Staffing

21
22 The following are key personnel with respective minimum qualification requirements the contractor should
23 consider as critical for performance of the contract. The contractor may use other titles. Contractors who
24 propose not to provide these positions must explain how required services will be provided. Within 15 days of
25 contract award, the contractor shall submit a written request to the CO for conditional contractor employment
26 approval of the Project Coordinator, Warden(s) and Associate Warden(s) and Transportation
27 Supervisor/Coordinator. The fifteen day period may be extended for the Warden(s) and Associate Warden(s)
28 positions, if requested in writing by the contractor and approved by the CO.

29
30 Project Coordinator - Knowledge and experience within the last five years in planning and executing similar
31 contract requirements as contained within this PWS. The Project Coordinator shall be 100% dedicated on site
32 to the current USMS contract.

33
34 Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure
35 detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention or
36 corrections with experience in the management of a detention or correctional facility at the Associate Warden
37 level or above.

38
39 Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a
40 detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention or
41 corrections with experience in the management of a detention or correctional facility at the level of mid-
42 management.

1
2 Transportation Supervisor/Coordinator – Shall be onsite at the Courthouse or as directed by the United States
3 Marshals Service. The Transportation Supervisor/Coordinator shall have knowledge of transportation program
4 objectives, policies, procedures and requirements for managing a secure prisoner movement. The Individual
5 shall have a minimum of 5-10 years management experience in prisoner transportation services.
6

7 The essential personnel listed below are commonly referred to as department heads with the following
8 qualification requirements considered critical for the performance of this contract: knowledge of program
9 objectives, policies, procedures and requirements specific to their department. A minimum of five years
10 experience specific to their department is *recommended*.

11
12 Administrator, Religious Services
13 Unit Management Team
14 Chief, Detention/Correctional Services
15 Computer Services Manager
16 Detention/Correctional Shift Supervisors
17 Intelligence Officer
18 Facilities Manager/Administrator
19 Food Service Administrator
20 Inmate Systems/Records Office Manager
21 Medical Services Administrator
22 Quality Control Specialist
23 Safety/Environmental Specialist
24

25 The Administrator, Religious Services shall meet the certification standards of the American Correctional
26 Chaplains Association. FPBDS Services and Programs Section G.2.

27
28 Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and for
29 each post, shall be maintained for the facility for six years.

30
31 The Contractor shall provide, to the COTR, the facility's staffing plan quarterly and report annually any and all
32 expected and existing vacancies. The initial operating staffing plan shall be maintained throughout the term of
33 the contract which depicts the number, type and distribution of staff. Written requests to change the number,
34 type and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to
35 implementation. The Contractor's failure to submit to the COTR their annual vacancy status report and written
36 requests for staffing plan changes may result in a deduction on the invoice. The USMS may calculate the
37 deduction retroactive to day one of the vacancy, excluding the days for the USMS' conditional approval
38 process, starting on the day of receipt and concluding on the day conditional approval is granted.
39

40 C.5.3.5a Personnel
41

1 The number, type and distribution of staff as described in the contract staffing plan shall be maintained
2 throughout the term of the contract. Written requests to change the number, type and/or distribution of staff
3 described in the staffing plan shall be submitted to the Contract Officer (CO) for approval prior to
4 implementation. The staffing levels shall be at times 100% of the approved staffing plan.
5

6 The Contractor failure to fill any individual position within 60 days of the vacancy may result in deduction from
7 the monthly invoice. The CO will calculate the deduction retroactive to the day of the vacancy, excluding the
8 days for the government conditional approval process, starting on the day of receipt and concluding on the day
9 conditional approval is granted.
10

11 Each month, the contractor shall submit to the COTR current average monthly vacancy rate, and indicate any
12 individual position that have been vacant for more than 60 days and any efforts made by the contractor to fill
13 the vacancy.
14

15 C.5.3.5b Key Personnel 16

17 All key personnel are full-time employees. They work on-site at the facility except for the Transportation
18 Supervisor/Coordinator as this key position will be directed by the USMS. Key personnel shall devote 100
19 percent of their working time to the federal contract. The contractor shall identify to the COTR/CO key
20 personnel employed at the facility and other site locations.
21

- 22 1) Full-time employment is 40 hours per week on-site.
- 23
- 24 2) The contractor shall staff four (4) key personnel positions. They are the Warden,
25 Associate Warden, Project Coordinator and Transportation Supervisor/Coordinator.
26

27 The Contract Officer shall approve changes of the key personnel before they are employed in a key personnel
28 position.
29

30 The contractor shall staff all key personnel positions throughout the performance of the contract. The
31 contractor shall notify the COTR/CO in writing if key personnel vacate a position permanently and indicate when
32 a replacement will be made. The notification shall occur five days after the vacancy.
33

34 C.5.3.5c Detention Services Support 35

36 **Background:** USMS detention operations have had to respond to the large number of new prisoners,
37 which have been apprehended. To manage the unprecedented volume of prisoners, a detention
38 infrastructure was developed and has been continually expanded to meet the challenge of housing these
39 increasing numbers of prisoners. A greater number of non-federal jail beds have been used, which has
40 resulted in the increase of detention costs. The USMS offices in the Northern District of Ohio and other
41 user Districts are clearly in need of support to meet the increased demands of the current caseload. This
42 support is the area of the sentence to commitment phase.
43

1 The contractor shall assist in the performance of the following core tasks:
2

- 3 ➤ Provide liaison services between the contractor and USMS in the area of prisoner issues (such as
4 but not limited to transportation, medical, etc.);
- 5
- 6 ➤ The processing of Judgment & Commitment Orders;
- 7
- 8 ➤ The assembling and processing request for designation packages, submitting of packages to the
9 Bureau of Prisons;
- 10
- 11 ➤ Provide assistance on a quarterly basis for the verification of Detainers;
- 12
- 13 ➤ Updating prisoner medical information in the USMS Prisoner Tracking System (PTS).
- 14
- 15 ➤ Updating prisoner statuses in the PTS system to reflect their phase in the designation process;
- 16
- 17 ➤ Generating Prisoner Intake Form (USM-129), Personal History Form (USM-312) and other entries
18 as deemed necessary by the USMS.
- 19
- 20 ➤ Processing designations received by and submitting requests for Prisoner Movement (Form 106)
21 to the Justice Prisoner and Alien Transportation System (JPATS).
- 22

23 (USMS Prisoner Operations will provide training in the use of PTS)
24

25 **Personnel:** Contractor will assign a maximum of personnel, from the current Staffing Plan within the
26 current proposal for detention services to perform the above tasks. Work period will be 8-hour-day/40
27 hours per week.
28
29

30 **Place of Performance.** USMS, within local district offices, will provide the contractor with space Monday
31 through Friday in its facilities for performance.
32

33 **Government Furnished Items.** USMS will provide a reasonable amount of office equipment and supplies
34 to the contractor for performance.
35

36 **Data and Property Rights:** The government will retain all rights and privileges to all data provided by
37 USMS. The contractor shall neither retain nor reproduce for private or commercial use any information or
38 other materials furnished or made available during performance. The contractor agrees not to assert any
39 rights at common law, or in equity, or establish any claim to statutory copyright in such data.
40

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

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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.

For security purposes, all staff working on this contract will be required to undergo a National Agency Check and Inquiries (NACI) and a basic criminal history background check; or the contractor will have to demonstrate that such background checks have been performed on staff during the previous 12 months. The COTR or contracting officer will provide the contractor with the necessary forms for these checks. The contractor shall be responsible for ensuring that all forms are thorough, accurate, and promptly returned to USMS.

C.5.3.5.1 Subcontractors

Definitions:

Full-time subcontractor - an individual performing work in the contract facility which requires performance in excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2 hours per week, 3 days per week) or in a one month period.

Part-time subcontractor - an individual performing work in the contract facility which requires performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3 days per week) or 29 days. Part-time subcontractors are to be escorted at all times while in the facility or, if outside the facility, if the possibility exists of coming into contact with Prisoners/Detainees.

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

1
2 The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section C.5.3.1) for
3 each full-time subcontractor.
4

5 The contractor, at a minimum, must complete the following for all part-time subcontractors:
6

- 7 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
- 8 2) Conduct criminal history background information, e.g., National Criminal Information Center
9 (NCIC/NLETS) and law enforcement checks; and

10
11 The contractor shall use the current USMS' Guidelines of Acceptability when determining subcontractor
12 employment. In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the
13 following circumstances:
14

- 15 A. Knows any person or has any relatives who are currently incarcerated in the facility;
- 16 B. Has any criminal charges currently pending;
- 17 C. Is currently under any incarceration order, probation, or court supervision.

18
19 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains authority to
20 approve all subcontractors who have contact with federal Prisoners/Detainees under the terms of this contract.
21

22 C.5.3.5.2 Volunteers

23
24 The contractor shall develop written procedures for the use, security and supervision of volunteers. The
25 procedures shall outline record keeping, identification badges and escort protocols. The contractor shall
26 include these procedures in the Personnel Policy Manual. FPBDS Workforce Integrity Section – H.2.4b
27

28 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.
29

30 The contractor shall complete the following for each volunteer working in the facility:
31

- 32 1. Name and personal information, e.g., address, date of birth, social security number
- 33 2. FBI Fingerprint Cards
- 34 3. Conduct criminal history background information, e.g., NCIC/NLETS and law
35 enforcement checks
36

37 The contractor, at a minimum, shall review the following: the volunteer's personal information and criminal
38 background information (i.e., NCIC and law enforcement agency checks) to determine if the applicant is
39 suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into the facility.
40

41 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to
42 approve all volunteers who have contact with federal Prisoners/Detainees under the terms of this contract.
43

1 C.5.4 Standards of Conduct

2
3 The contractor shall develop written Standards of Conduct on employee conduct, ethics and responsibility. The
4 contractor's Standards of Conduct shall include those standards defined in Section J. These standards shall
5 be a part of the Personnel Policy Manual. The contractor shall document and ensure that all employees review
6 the Standards of Conduct annually. In addition to employees, subcontractors and volunteers are also required
7 to adhere to the Standards of Conduct at all times. Employees, subcontractors, and volunteers shall receive
8 Standards of Conduct Training as part of their individual/institutional familiarization and annual training. Notices
9 explaining employee's rights to report misconduct and contact information for all investigative authorities of
10 competent jurisdiction shall be prominently displayed.

11
12 The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with
13 procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in any
14 investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations under
15 applicable law, to conduct investigations of any alleged misconduct that adversely impacts the programs or
16 operations of the DOJ and USMS including the care, custody, health and safety of Prisoners/Detainees and
17 USMS staff or, where applicable, the correctional institution and to withdraw final employment approval
18 authority for any employee as warranted by Standards of Conduct violations.

19
20 The USMS may occasionally offer training in investigative techniques and the reporting of Standards of
21 Conduct allegations. The contractor may send staff to this training at the level and numbers determined by the
22 USMS and at the contractor's expense.

23
24 C.6. Health Care Services

25
26 C.6.1 Health Care Services Program

27
28 The Contractor shall ensure that Prisoners/Detainees are provided all in house medical, dental, and mental
29 health services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of
30 quality established by the ACA Standards for Health Services, the FPBDS and the National Commission on
31 Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to all applicable federal,
32 state and local laws and regulations governing delivery of health services in accordance with USMS' Prisoner
33 Health Care Standards (Pub. 100) and the USMS' Health Care policies Prisoner Health Care Policy 9.4, (i.e.,
34 Serious or terminal illness of a prisoner; Mental Health Services for Prisoners; Medical Legislation for Prisoners
35 Medical Program; Federal Prisoner Healthcare Co-payment Act of 2000 and any future healthcare standards
36 adopted by the USMS. FPBDS Health Care Section B.

37
38 C.6.2 Health Care Service Providers

39
40 Prior to issuance of NTP, the Contractor shall designate in writing the Health Authority (HA) for the facility that
41 shall be responsible for the delivery of health services under the contract. Only a licensed physician may be
42 appointed as the facility Health Authority. The HA shall have full authority to act on behalf of the Contractor on
43 all matters relating to the operation of the health services portion of the contract.

1
2 **C.6.3 Facility Health Care Services to Prisoners or Detainees**
3

4 All in house health care services shall be provided within the appropriate clinical setting. The Contractor shall
5 establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.). The types of
6 inside medical specialty clinics offered shall be determined by a review of medical utilization data. A joint initial
7 and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare resource needs. The
8 Contractor in-house medical staff shall also hold chronic care clinics as appropriate (i.e. diabetes, hypertension,
9 COPD, anti-coagulation, etc.).

10
11 The contractor is responsible for the costs of all health care provided inside the contract detention facility,
12 including all medications included in the facility formulary. Non-formulary medications must be pre-approved by
13 OIMS. The Contractor shall utilize USMS established managed care provider networks where available.
14 Where none are available, the Contractor will coordinate in advance with OIMS before establishing any local
15 care arrangements. Where necessary, the Contractor shall establish arrangements with local health care
16 providers to provide emergency medical care and medically necessary health care provided outside the facility.
17 The contractor shall notify all outside medical care providers in advance that the rate of reimbursement for
18 USMS' Prisoners is not to exceed Medicare rates.

19
20 The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided
21 by off-premises health care providers. The contractor shall direct all off-premises health care providers to
22 submit bills for USMS' Prisoners directly to the contractor for review and submission to the appropriate USMS'
23 District Office for certification, processing and payment to the third party providers. All medical billing incurred
24 for ICE and BOP detainees will be directed to ICE or the BOP for review and payment.

25
26 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' prisoners shall require pre-
27 authorization through the COTR or designee in consultation with OIMS to ensure consistency with USMS'
28 Prisoner Health Care Standards. If a USMS' National Managed Care System is established, pre-authorization
29 will be handled through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for
30 the unauthorized medical care. Outside emergency care requires a confirmatory notification the next business
31 day to the USMS' District Office.

32
33 The Contractor shall have written plans and procedures for providing prisoner access to medical, mental health
34 and dental services for the facility per USMS' standards. The plans shall include, but are not limited to the
35 following:

- 36
37
- 38 • 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
 - 39 • Receiving screening;
 - 40 • Health appraisal examination;
 - 41 • Daily triage of complaints;
 - 42 • Sick call procedures;
 - 43 • Special medical programs and services for, but not limited to, Prisoners/Detainees with chronic needs
or requiring convalescent care;

- 1 • Mental health care;
- 2 • Staffing/health care specialists;
- 3 • Ancillary services including radiology, laboratory, etc.;
- 4 • Routine dental services;
- 5 • Pharmaceutical services and supplies;
- 6 • Durable medical equipment;
- 7 • Pre-authorized optometry services;
- 8 • Health education;
- 9 • Medical diets;
- 10 • Infectious disease surveillance and control;
- 11 • Quality improvement program;
- 12 • Video conferencing for medical consultations.

13 14 C.6.4 Prisoners or Detainees Health Records

15
16 The security, consistency and format of medical records are a critical component of healthcare. The
17 Contractor will follow all USMS' guidance on the release and transfer of s medical records.
18 FPBDS Administration/Management Section – A.3

19 20 C.6.5 Dental Care Services to Prisoners or Detainees

21
22 An initial dental screening exam (this includes visual observation of the teeth and gums and notation of any
23 obvious or gross abnormalities requiring immediate referral to a dentist) shall be performed within 14 days
24 of the Prisoners/Detainee's arrival. Routine dental or dental hygiene care other than to relieve
25 Prisoners/Detainees of pain and suffering are not covered. If no on-site dentist is available, a physician,
26 physician's assistant or nurse practitioner shall conduct the initial dental screening. Outside dental services
27 for USMS' Prisoners/Detainees shall be pre-authorized by the COTR or designee in consultation with
28 OIMS. FPBDS Health Care Section – B.2.

29 30 C.6.6 Mental Health Services On-site for Prisoners or Detainees

31
32 All new Prisoners/Detainees will receive an initial mental health/psychological screening within 24 hours of
33 arrival at the facility. The Contractor will ensure that Prisoners/Detainees have access to psychological/
34 psychiatric services and employ appropriate intervention measures for Prisoners/Detainees determined to
35 have urgent mental health related needs, to include suicide watch as ordered. The contractor must
36 immediately notify the U.S. Marshal and OIMS when the contractor has significant concerns related to a
37 prisoner's mental health status. All mental competency studies are to be conducted, under Federal Court
38 order through the BOP.

39 FPBDS Health Care Section – B.1.4, B.1.5, & B.1.5e.

40 41 C.6.7 Suicide Prevention Program

1 Prisoners/Detainees identified, as “at risk” for suicide will be promptly referred to appropriate medical and
2 psychiatric staff for evaluation. All staff members working with Prisoners/Detainees will receive initial
3 training and annual refresher training on suicide prevention/monitoring. FPBDS Health Care Section –
4 B.6.

5 6 C.6.8 Infectious Disease Prevention and Control Program

7
8 The Contractor shall have comprehensive infectious disease prevention and control program in place in
9 accordance with the most recent CDC guidelines. The TB Prevention program shall be initiated at intake
10 with symptoms screening. This is to be followed up with TB testing within 48 hours of intake. Prisoners that
11 refuse to submit to TB testing are to be reported to the U.S. Marshal and OIMS immediately in order that a
12 Federal Court order can be issued to mandate such testing. Immuno-compromised prisoners shall receive
13 chest x-ray screening at intake. At a minimum, annual screening shall be conducted for all
14 Prisoners/Detainees thereafter. The infectious disease program shall be responsive to all current emerging
15 infectious diseases. The facility will provide digital radiological services which will enable same day
16 diagnosis. FPBDS Health Care Section – B.1.5f.

17 18 C.6.9 Prisoners or Detainee Death

19
20 In the event of a Prisoners/Detainee death, the Contractor shall immediately notify the COTR, or the Duty
21 Officer and local law enforcement officers. The Contractor shall submit a written report to the Marshal within 24
22 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date
23 and sign the fingerprint card to ensure that a positive identification has been made and file the card in the
24 Prisoners/Detainee’s file. Personal property of the deceased shall be inventoried and forwarded to the
25 designated family member, the nearest of kin or the Consular Officer of the Prisoners/Detainee’s country of
26 legal residence.

27
28 If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and
29 the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the
30 local jurisdiction to request a review of the case, and if necessary, examination of the body.

31
32 The Contractor shall establish coroner notification procedures outlining such issues as performance of an
33 autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of
34 the body. All costs associated with an autopsy are normally the responsibility of the coroner’s office. The
35 government is financially responsible for preparation and shipment of the body (if required) to the appropriate
36 next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family
37 member, the nearest of kin or the Consular Officer of the Prisoners/Detainee’s country of legal residence.
38 FPBDS Health Care Section – B.8.

39 40 C.7 Food Service

41
42 The Contractor shall provide Prisoners/Detainees with nutritious, adequately varied meals, prepared in a
43 sanitary manner while identifying, developing and managing resources to meet the operational needs of the

1 food service program.

2
3 The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in
4 accordance with the FPBDS on Food Service. FPBDS Food Services Section – D.

5
6 **C.8 Prisoners or Detainee Services and Programs**

7
8 **C.8.1 Prisoners or Detainee Mail and Correspondence Service**

9
10 The Contractor shall ensure that Prisoners/Detainees send and receive correspondence in a timely
11 manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The
12 mail service will meet all requirements of the FPBDS on Correspondence and Other Mail. FPBDS
13 Prisoners/Detainee Mail and Correspondence Section – G.10.

14
15 **C.8.1a Prisoners or Detainee Visitation**

16
17 Sufficient space shall be provided for Prisoners/Detainee visiting. There shall be adequately designed
18 space to permit appropriate security screening and searching of both Prisoners/Detainees and visitors.
19 Space shall be provided for the storage of visitor's coats, handbags, and other personal items not allowed
20 into the visiting area. FPBDS Visitation Privileges – G.9.

21
22 The contractor shall allow legal contact visits and non contact social visits unless prior written approval from
23 USMS. Social visits shall be non-contact, in a room designated to meet non-contact visitation integrity.
24 Legal visits shall take place in a separate room for the attorney of records to conduct a contact legal
25 consultation with the prisoner and shall have a security window for correctional staff observations. The
26 attorney/client legal visitation rooms shall be readily accessible to attorneys. The contractor shall not allow
27 attorneys to walk through the prisoner population or housing area to the attorney/client legal visitation
28 rooms.

29
30 The contractor shall have procedures and policy to clear all visitors, including attorneys prior to those
31 individuals visiting the Prisoners/Detainee. The contractor shall not allow any hospital/medical, media
32 visitation without the prior written approval of the USMS.

33
34
35
36 The contractor shall provide two private sound proof secured rooms to allow the Prisoners/Detainees to
37 view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining
38 institutional security.

39
40 **C.8.2 Multi-Denominational Religious Services Program**

41
42 The Contractor shall ensure Prisoners/Detainees of different religious beliefs will be provided reasonable
43 and equitable opportunity to practice their respective faiths. The religious services program will comply with

1 all elements of the FPBDS on Religious Practices. FPBDS Religious Practices Section – G.2.

2
3 **C.8.3 Prisoners or Detainee Recreation Program**

4
5 The Contractor shall develop adequate and meaningful recreation programs for Prisoners/Detainees at the
6 facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all
7 recreation activities. FPBDS Services and Programs – Section G.5.

8
9 **C.8.4 Commissary**

10
11 A commissary shall be operated by the Contractor as a privilege to Prisoner/D etainees who will have the
12 opportunity to purchase from the commissary at least once per week.

13
14 The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales
15 tax to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for
16 commissary operations shall be used solely to benefit Prisoners/Detainees at the facility. ALDF -
17 Commissary/Canteen 4-ALDF-5C-25 & 26.

18
19 Prisoners/Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank
20 accounts). Outside funds or those generated from work may be used to pay for products and services from the
21 commissary. Any expenditure of funds for this purpose shall be made after approval by the USMS/COTR or
22 CO.

23
24 **C.8.5 Prisoners or Detainee Telephone System**

25
26 Provide Prisoners/Detainees with reasonable and equitable access to telephones as specified in the FPBDS on
27 Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record
28 Prisoners/Detainee conversations. If Prisoners/Detainees telephone conversations can be monitored under
29 applicable law, the Contractor shall provide notice to Prisoners/Detainees of the potential for monitoring.
30 However, the Contractor shall also provide procedures at the facility for Prisoners/Detainees to be able to place
31 unmonitored telephone calls to their attorneys.

32
33 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal,
34 state and local telephone regulations. Any income received by the contractor as a result of prisoner telephone
35 calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall offset the cost of
36 this contract. The contractor shall retain copies of any contracts between the contractor and the
37 Prisoners/Detainee telephone system provider(s). The contractor shall retain copies of all documentation in
38 support of any agreement that the contractor has regarding income, refunds, rebates and other monetary or
39 non-monetary reimbursements involving the Prisoners/Detainee's telephone system. The contractor shall also
40 provide copies of all invoices and other documentation of expenses incurred and incomes received in regards
41 to the Prisoners/Detainee's telephone system with its monthly request for contract payment and apply the credit
42 against the monthly payment. FPBDS Services and Programs Section – G.8.

1 C.8.6 Prisoners or Detainee Work Program

2
3 Prisoners/Detainees labor shall be used in accordance with the Prisoners/Detainees work plan developed by
4 the Contractor and approved by the USMS. The Prisoners/Detainee work plan must be voluntary, and may
5 include work or program assignments for industrial, maintenance, custodial, service or other jobs. USMS'
6 Prisoners/Detainees may not be required to work. USMS' Prisoners/Detainees may volunteer to work within
7 the secure confines of the contract facility if they sign a waiver of their right not to work. USMS
8 Prisoners/Detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang
9 affiliations or with retainers for pending charges with other local, state or federal agencies will not be considered
10 for the volunteer program. USMS Prisoners/Detainees are not permitted to act as Trustees and they may not
11 work in positions that permit unsupervised contact with segregated prisoners or detainees of the opposite sex.
12 The USMS' Prisoners/Detainees are restricted from operating equipment that may expose the prisoners to
13 grave bodily harm or any work assignment requiring security risk items and controlled tools which could be
14 used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates.
15 USMS Prisoners/Detainees will not have access to prisoner/detainee or employee records. In addition, the
16 contractor will ensure that Prisoners/Detainees who volunteer to work are denied access to prescription
17 medications. USMS Prisoners/Detainees must obtain required medical clearances before working in the food
18 service areas. The Prisoners/Detainee work program shall not conflict with any other requirements of the
19 contract and must comply with all applicable laws and regulations. Prisoners/Detainees shall not be used to
20 perform the responsibilities or duties of an employee of the Contractor. Appropriate safety/protective clothing
21 and equipment shall be provided to Prisoners/Detainee workers as appropriate. Prisoners/Detainees shall not
22 be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or
23 assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical
24 demands.

25
26 Volunteer Prisoners/Detainees workers shall be paid identical rates of pay as those established by BOP
27 Program Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operations memorandum
28 128-90(5251) dated September 17, 1990. While this Operations Memorandum indicates that it has been
29 cancelled, it remains in effect and has not been updated. See Section J.

30
31 USMS Prisoners/Detainees shall be required to participate in normal housekeeping duties which help ensure
32 the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to
33 ensure that USMS' Prisoners/Detainees keep their living areas clean. FPBDS Services and Programs Section
34 – G.3 & G.4.

35
36 C.8.7 – REMOVED

37
38 C.8.8 Law Library

39
40 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a
41 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the
42 FPBDS.

1 Prisoners/Detainees shall be assisted in making confidential contact with attorneys and their authorized
2 representatives. Such contact shall include, but not limited to, telephone communications, uncensored
3 correspondence, and legal visits. FPBDS
4

5 C.8.9 Translators and Bilingual Staffing 6

7 When the federal Prisoner/Detainee population is predominantly Spanish speaking, the contractor shall ensure
8 that its line staff is sufficient in the Spanish language. Further, the responsibility for providing necessary
9 translators or bilingual personnel for communication with federal Prisoners/Detainees who do not speak or
10 comprehend the English language is with the contractor. Other than emergency situations, federal
11 Prisoners/Detainees shall not be used for translation services.
12

13 C.9 Physical Plant 14

15 The facility operation and maintenance shall ensure that Prisoners/Detainees are housed in a safe, secure and
16 humane manner. All equipment, supplies and services shall be Contractor furnished except as otherwise
17 noted.
18

19 The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated
20 and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines
21 and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the
22 most stringent shall apply. In the event there is more than one reference to a safety, health or environmental
23 requirement in an applicable law, standard, code, regulation or Government policy, the most stringent
24 requirement shall apply. The institution shall provide housing configurations commensurate with the security
25 needs of the population.
26

27 The Contractor shall provide and maintain an electronic security alarm system recording and/or video
28 surveillance system, which will identify any unauthorized access to the institution's secure areas and perimeter.
29

30 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which
31 stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of
32 proposal submission of one of the following codes:
33

- 34 A. The Uniform Building Code (UBC), with the state of facility location's Amendments
- 35 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- 36 C. The Standard Building Code (SBC)
37

38 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC,
39 then the facility shall comply with the BOCA NBC.
40

41 No matter whether new construction or existing physical plant, fire protection and life safety issues shall be
42 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life

1 from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between
2 NBC and NFC, NFC shall apply.

3
4 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic
5 Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety
6 requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992
7 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum
8 standards. If the code applicable for the state in which the facility is located be more stringent than the other
9 codes set forth herein, the state code shall prevail.

10
11 The facility, whether new construction or existing physical plant, shall comply with the requirements of the
12 Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards
13 for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility
14 Standards" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

15
16 Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation
17 and regulations established to protect the human or physical environment and to ensure public opportunity for
18 review. The Contractor shall remain in compliance with federal statutes during performance of the contract
19 including, but not limited to the following acts: Clean Air, Clean Water, Endangered Species, Resources
20 Conservation and Recovery, and other applicable laws, regulations and requirements. The Contractor shall
21 also comply with all applicable limitations and mitigation identified in any Environmental Assessment or
22 Environmental Impact Statement prepared in conjunction with the contract pursuant to the National
23 Environmental Policy Act, 42 U.S.C. 4321.

24
25 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all
26 spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any
27 waste, whether sudden or gradual, caused by or arising under the performance of the contract or any
28 substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation,
29 the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the
30 contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law
31 or regulation established to protect the human or physical environment.

32
33 The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or
34 causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a
35 Prisoner/Detainee, visitors, or any third party.

36 If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report
37 the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor
38 and its agent.

39
40 A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes,
41 regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and
42 Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.

1 Fire Alarm Systems and Equipment -All fire detection, communication, alarm, annunciation, suppression and
2 related equipment shall be operated, inspected, maintained and tested in accordance with the most current
3 edition of the applicable NEC and Life Safety Codes. The Contractor shall provide outside lighting sufficient to
4 illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.
5 For new construction or existing physical plant, final and completed, the Contractor, prior to issuance of the
6 NTP, shall submit design/construction documents to the CO. For all new construction, the construction
7 schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. DOJ/USMS'
8 staff will make periodic visits during construction to verify Contractor progress and compliance with contract
9 requirements.

10
11 As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location
12 during construction and contract performance. These updates shall be provided to the CO within 30 days of
13 any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam
14 lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to receipt of the NTP,
15 the Contractor shall provide the COTR and CO with copies of all certificates of compliance indicating that the
16 facility has met all applicable federal, state and local applicable codes. When these certificates are renewed or
17 updated, copies must be provided to the COTR and CO to show continued compliance. Two copies of the as-
18 built drawings shall be provided to the COTR not later than 90 days after issuance of the NTP.

19
20 Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor
21 shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to
22 rebuild or restore the institution. FPBDS Physical Facility and Equipment Section – F.7.

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

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

33
34 The Contractor shall provide no less than five (5) parking spaces for DOJ's staff use.
35
36

PART I - THE SCHEDULE

SECTION D PACKAGING AND MARKING

Payment for Postage and Fees. All costs incurred by the Contractor for postage and fees required for performance of this contract shall be paid by the Contractor.

Marking. All information submitted to the Contracting Officer, Contracting Officer's Technical Representative shall clearly indicate the Contract Number (to be provided upon award).

PART I - THE SCHEDULE

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.

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 OFDT's Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not OFDT, 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 OFDT 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 OFDT's QAP is not a substitute for quality control by the contractor.

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

(d) OFDT 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 a more frequent bases if specified in the contract, or if facility performances is 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 "Deficient" or "At-Risk" performance ratings, the facility will undergo a follow-up review phase. 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 detainees' 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 condition's 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 staff’s 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 review’s 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:

Excellent: The program conforms to the Performance-Based Detention Standards in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. The level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the Performance-Based Detention Standards in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. The level of performance in the aggregate meets the performance standards; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the Performance-Based Detention Standards. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the Performance-Based Detention Standards. Internal controls are weak, resulting in serious deficiencies in one or

more areas. The level of performance in the aggregate fails to meet the performance standard: deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards: deficiencies require immediate corrective actions.

(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 report's 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 disagrees with any finding, 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 report's 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 report's 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 Board's 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 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 file 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 COTRs 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 OFDT'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 COTR. 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 COTR will certify that the services were satisfactorily performed and forward to the CO for coordination.

PART I - THE SCHEDULE

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/these address (es): www.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES NUMBER DATE TITLE

52.242-15	AUG 1989	Stop-Work Order
52.242-17	APR 1984	Government Delay of Work

F.2 PERFORMANCE

(a) Contract performance shall begin upon award by the Government. For the purpose of this solicitation, "contract award" is defined as the date the award document is signed by the CO.

(b) The anticipated periods of performance include:

Base Period:	1/1/09 - 12/31/10
Option Period 1:	1/1/11 - 12/31/12
Option Period 2:	1/1/13 - 12/31/14
Option Period 3:	1/1/15 - 12/31/16
Option Period 4:	1/1/17 - 12/31/18

(c) The performance period of the contract shall be effective from award through 24 months with the Government's unilateral right to exercise up to four (two-year) option periods in accordance with the terms of this contract.

PART I - THE SCHEDULE

SECTION G CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

Robert Moffett
Office of the Federal Detention Trustee
4601 North Fairfax Drive, Suite 910
Arlington, VA 20530
Fax: 202-353-4611

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:

- (1) Increase or decrease the contract amount;
- (2) Direct or negotiate and changes;
- (3) Modify or extend the period of performance;
- (4) Authorize payment under this contract; and
- (5) Otherwise modify any terms or conditions of this contract.

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

(a) [*The name, address and contact information for the Contracting Officer's Technical Representative will be determined at the time of award*] is hereby designated to as act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR 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 COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement.

G.3 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 to be submitted to the COTR at the address listed above must include:

- (6) Name and address of the Contractor;
- (7) Invoice date and number;
- (8) Contract number, contract line item number;
- (9) Description, quantity, unit of measure, unit price and extended price of the services provided;
- (10) Terms of any discount for prompt payment offered;
- (11) Name and address of official to whom payment is to be sent;
- (12) Name, title, and phone number of person to notify in event of defective invoice; and
- (13) Taxpayer Identification Number; and
- (14) 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 address below:

PART I - THE SCHEDULE

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. 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.

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 OFDT 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, 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.

PART II – CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I.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/these address(es): www.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS

52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2005	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUNE 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2004	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	JAN 2005	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION

52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding until so approved.

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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).

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 the current performance period.

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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 20 years.

I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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. (*See* Section J, Attachment 1).

I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Justice clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

Section J Attachments
RFP ODT-9-R-0001

Attachment	Title	No. of Pages
1 Wage	Determination	10
2	Guidelines of Acceptability USMS Contract Jails	6
3	Contractor and COTR SOP (s)	3
4	Use of Force Policy (USMS)	4
5	Inmate Work and Performance Pay Program	IBR
6 Contractor	Business Qualifications	3
7	Small Business Subcontracting Plan Model	8
8	Quality Assurance Plan	4
9	Performance Based Detention Standards	IBR

****IBR****

Attachment 5:

See BOP Inmate Work and Performance Pay Program 5251.06

<http://www.bop.gov/DataSource/execute/dsPolicyloc>

Attachment 9:

See Federal Performance Based Detention Standards (FPBDS) at:

<http://www.usdoj.gov/ofdt.standards.htm>

WD 05-3013 (Rev.-9) was first posted on www.wdol.gov on 08/26/2008

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
		Wage Determination No.: 2005-3013
Shirley F. Ebbesen Division of		Revision No.: 9
Director Wage Determinations		Date Of Revision: 08/15/2008

State: Ohio

Area: Ohio Counties of Carroll, Columbiana, Mahoning, Trumbull

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.74
01012 - Accounting Clerk II	14.96
01013 - Accounting Clerk III	16.63
01020 - Administrative Assistant	21.70
01040 - Court Reporter	17.79
01051 - Data Entry Operator I	11.38
01052 - Data Entry Operator II	13.67
01060 - Dispatcher, Motor Vehicle	17.79
01070 - Document Preparation Clerk	11.30
01090 - Duplicating Machine Operator	11.30
01111 - General Clerk I	12.22
01112 - General Clerk II	13.41
01113 - General Clerk III	14.97
01120 - Housing Referral Assistant	19.94
01141 - Messenger Courier	10.28
01191 - Order Clerk I	12.65
01192 - Order Clerk II	14.05
01261 - Personnel Assistant (Employment) I	15.40
01262 - Personnel Assistant (Employment) II	17.69
01263 - Personnel Assistant (Employment) III	20.66
01270 - Production Control Clerk	19.04
01280 - Receptionist	11.30
01290 - Rental Clerk	14.54
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	15.66
01312 - Secretary II	17.51
01313 - Secretary III	19.46
01320 - Service Order Dispatcher	13.81
01410 - Supply Technician	21.70
01420 - Survey Worker	17.28
01531 - Travel Clerk I	11.86
01532 - Travel Clerk II	12.74
01533 - Travel Clerk III	13.66
01611 - Word Processor I	13.07
01612 - Word Processor II	16.91
01613 - Word Processor III	18.44
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	19.36
05010 - Automotive Electrician	18.73
05040 - Automotive Glass Installer	18.02
05070 - Automotive Worker	18.02
05110 - Mobile Equipment Servicer	16.45
05130 - Motor Equipment Metal Mechanic	19.36
05160 - Motor Equipment Metal Worker	18.02
05190 - Motor Vehicle Mechanic	19.36
05220 - Motor Vehicle Mechanic Helper	15.71
05250 - Motor Vehicle Upholstery Worker	17.21
05280 - Motor Vehicle Wrecker	18.02
05310 - Painter, Automotive	18.73
05340 - Radiator Repair Specialist	18.02
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	19.36
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.62
07041 - Cook I	11.51
07042 - Cook II	12.62
07070 - Dishwasher	9.08
07130 - Food Service Worker	8.25
07210 - Meat Cutter	13.08
07260 - Waiter/Waitress	9.72
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	18.73
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	18.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.06
11060 - Elevator Operator	10.45
11090 - Gardener	13.02
11122 - Housekeeping Aide	10.45
11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	11.01
11240 - Maid or Houseman	8.76
11260 - Pruner	11.06
11270 - Tractor Operator	12.45
11330 - Trail Maintenance Worker	11.01
11360 - Window Cleaner	11.61
12000 - Health Occupations	
12010 - Ambulance Driver	12.51
12011 - Breath Alcohol Technician	15.28
12012 - Certified Occupational Therapist Assistant	20.41
12015 - Certified Physical Therapist Assistant	20.04
12020 - Dental Assistant	14.74
12025 - Dental Hygienist	23.82
12030 - EKG Technician	23.15
12035 - Electroneurodiagnostic Technologist	23.15
12040 - Emergency Medical Technician	13.81
12071 - Licensed Practical Nurse I	13.66
12072 - Licensed Practical Nurse II	15.28
12073 - Licensed Practical Nurse III	17.05
12100 - Medical Assistant	13.01
12130 - Medical Laboratory Technician	14.84
12160 - Medical Record Clerk	11.99
12190 - Medical Record Technician	14.89
12195 - Medical Transcriptionist	12.25

12210 - Nuclear Medicine Technologist	25.64
12221 - Nursing Assistant I	8.68
12222 - Nursing Assistant II	9.76
12223 - Nursing Assistant III	10.65
12224 - Nursing Assistant IV	11.96
12235 - Optical Dispenser	15.05
12236 - Optical Technician	13.07
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.79
12305 - Radiologic Technologist	20.58
12311 - Registered Nurse I	21.25
12312 - Registered Nurse II	26.01
12313 - Registered Nurse II, Specialist	26.01
12314 - Registered Nurse III	31.45
12315 - Registered Nurse III, Anesthetist	31.45
12316 - Registered Nurse IV	37.71
12317 - Scheduler (Drug and Alcohol Testing)	18.93
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.88
13012 - Exhibits Specialist II	20.91
13013 - Exhibits Specialist III	24.86
13041 - Illustrator I	16.88
13042 - Illustrator II	20.91
13043 - Illustrator III	24.86
13047 - Librarian	23.16
13050 - Library Aide/Clerk	12.65
13054 - Library Information Technology Systems Administrator	20.91
13058 - Library Technician	16.42
13061 - Media Specialist I	14.66
13062 - Media Specialist II	16.39
13063 - Media Specialist III	18.29
13071 - Photographer I	12.25
13072 - Photographer II	15.48
13073 - Photographer III	18.02
13074 - Photographer IV	20.76
13075 - Photographer V	24.19
13110 - Video Teleconference Technician	15.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.42
14042 - Computer Operator II	17.24
14043 - Computer Operator III	19.23
14044 - Computer Operator IV	22.01
14045 - Computer Operator V	24.39
14071 - Computer Programmer I (1)	20.64
14072 - Computer Programmer II (1)	25.21
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	15.42
14160 - Personal Computer Support Technician	22.01
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	26.83
15020 - Aircrew Training Devices Instructor (Rated)	32.44
15030 - Air Crew Training Devices Instructor (Pilot)	38.90
15050 - Computer Based Training Specialist / Instructor	27.62
15060 - Educational Technologist	25.06
15070 - Flight Instructor (Pilot)	38.90
15080 - Graphic Artist	20.49

15090 - Technical Instructor	20.47
15095 - Technical Instructor/Course Developer	20.94
15110 - Test Proctor	17.57
15120 - Tutor	17.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.86
16030 - Counter Attendant	8.86
16040 - Dry Cleaner	11.06
16070 - Finisher, Flatwork, Machine	8.86
16090 - Presser, Hand	8.86
16110 - Presser, Machine, Drycleaning	8.86
16130 - Presser, Machine, Shirts	8.86
16160 - Presser, Machine, Wearing Apparel, Laundry	8.86
16190 - Sewing Machine Operator	11.78
16220 - Tailor	12.50
16250 - Washer, Machine	9.59
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.51
19040 - Tool And Die Maker	25.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	19.04
21040 - Material Expediter	19.04
21050 - Material Handling Laborer	13.65
21071 - Order Filler	13.46
21080 - Production Line Worker (Food Processing)	18.91
21110 - Shipping Packer	14.12
21130 - Shipping/Receiving Clerk	14.12
21140 - Store Worker I	13.22
21150 - Stock Clerk	17.34
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.77
23021 - Aircraft Mechanic I	23.60
23022 - Aircraft Mechanic II	24.77
23023 - Aircraft Mechanic III	26.02
23040 - Aircraft Mechanic Helper	18.85
23050 - Aircraft, Painter	22.64
23060 - Aircraft Servicer	21.23
23080 - Aircraft Worker	22.25
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	17.48
23125 - Cable Splicer	24.53
23130 - Carpenter, Maintenance	20.14
23140 - Carpet Layer	22.43
23160 - Electrician, Maintenance	24.21
23181 - Electronics Technician Maintenance I	22.61
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	29.45
23260 - Fabric Worker	18.85
23290 - Fire Alarm System Mechanic	20.05
23310 - Fire Extinguisher Repairer	17.73
23311 - Fuel Distribution System Mechanic	24.59
23312 - Fuel Distribution System Operator	19.92
23370 - General Maintenance Worker	18.02
23380 - Ground Support Equipment Mechanic	23.60
23381 - Ground Support Equipment Servicer	21.23
23382 - Ground Support Equipment Worker	22.25
23391 - Gunsmith I	17.73

23392 - Gunsmith II	20.12
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.03
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
21.03	
23430 - Heavy Equipment Mechanic	20.14
23440 - Heavy Equipment Operator	23.10
23460 - Instrument Mechanic	21.99
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.07
23510 - Locksmith	20.47
23530 - Machinery Maintenance Mechanic	29.40
23550 - Machinist, Maintenance	19.71
23580 - Maintenance Trades Helper	15.71
23591 - Metrology Technician I	21.99
23592 - Metrology Technician II	22.79
23593 - Metrology Technician III	23.55
23640 - Millwright	22.75
23710 - Office Appliance Repairer	19.39
23760 - Painter, Maintenance	20.60
23790 - Pipefitter, Maintenance	27.15
23810 - Plumber, Maintenance	24.36
23820 - Pneudraulic Systems Mechanic	21.93
23850 - Rigger	21.89
23870 - Scale Mechanic	20.12
23890 - Sheet-Metal Worker, Maintenance	28.12
23910 - Small Engine Mechanic	18.51
23931 - Telecommunications Mechanic I	24.82
23932 - Telecommunications Mechanic II	25.72
23950 - Telephone Lineman	20.05
23960 - Welder, Combination, Maintenance	19.36
23965 - Well Driller	22.03
23970 - Woodcraft Worker	21.89
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.13
24580 - Child Care Center Clerk	13.90
24610 - Chore Aide	8.80
24620 - Family Readiness And Support Services Coordinator	12.19
24630 - Homemaker	15.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.94
25040 - Sewage Plant Operator	20.25
25070 - Stationary Engineer	20.94
25190 - Ventilation Equipment Tender	16.59
25210 - Water Treatment Plant Operator	19.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.15
27007 - Baggage Inspector	10.56
27008 - Corrections Officer	17.63
27010 - Court Security Officer	16.70
27030 - Detection Dog Handler	17.48
27040 - Detention Officer	17.63
27070 - Firefighter	16.49
27101 - Guard I	10.56
27102 - Guard II	16.95
27131 - Police Officer I	19.08
27132 - Police Officer II	21.19
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.00

28042 - Carnival Equipment Repairer	10.46
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.92
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	14.04
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	16.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.41
29042 - Stevedore II	20.05
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	14.07
30022 - Archeological Technician II	15.73
30023 - Archeological Technician III	19.48
30030 - Cartographic Technician	24.82
30040 - Civil Engineering Technician	19.99
30061 - Drafter/CAD Operator I	16.96
30062 - Drafter/CAD Operator II	19.47
30063 - Drafter/CAD Operator III	21.61
30064 - Drafter/CAD Operator IV	24.82
30081 - Engineering Technician I	18.61
30082 - Engineering Technician II	20.09
30083 - Engineering Technician III	23.41
30084 - Engineering Technician IV	28.08
30085 - Engineering Technician V	33.79
30086 - Engineering Technician VI	39.82
30090 - Environmental Technician	21.73
30210 - Laboratory Technician	18.74
30240 - Mathematical Technician	24.82
30361 - Paralegal/Legal Assistant I	16.42
30362 - Paralegal/Legal Assistant II	20.94
30363 - Paralegal/Legal Assistant III	25.64
30364 - Paralegal/Legal Assistant IV	31.01
30390 - Photo-Optics Technician	23.88
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.21
30463 - Technical Writer III	35.36
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	21.61
30621 - Weather Observer, Senior (2)	23.88
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.64
31030 - Bus Driver	14.17
31043 - Driver Courier	13.46
31260 - Parking and Lot Attendant	9.11
31290 - Shuttle Bus Driver	13.46
31310 - Taxi Driver	9.52
31361 - Truckdriver, Light	13.46

31362 - Truckdriver, Medium	16.63
31363 - Truckdriver, Heavy	18.89
31364 - Truckdriver, Tractor-Trailer	18.89
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	11.14
99095 - Embalmer	20.41
99251 - Laboratory Animal Caretaker I	10.36
99252 - Laboratory Animal Caretaker II	10.88
99310 - Mortician	24.61
99410 - Pest Controller	14.37
99510 - Photofinishing Worker	13.09
99710 - Recycling Laborer	14.54
99711 - Recycling Specialist	17.05
99730 - Refuse Collector	13.30
99810 - Sales Clerk	12.06
99820 - School Crossing Guard	9.08
99830 - Survey Party Chief	18.87
99831 - Surveying Aide	10.74
99832 - Surveying Technician	16.94
99840 - Vending Machine Attendant	11.76
99841 - Vending Machine Repairer	14.75
99842 - Vending Machine Repairer Helper	11.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) 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 regrading 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.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} 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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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 Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) COTR. The background investigations are conducted by the a 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 COTR 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 COTR. If an applicant is found to be suitable or unsuitable for employment under this criteria, the USMS COTR 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 seditionist, 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 emotional, mental, 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 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.

Contractor and COTR Standard Operating Procedures

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, 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 COTR with two FD-258 fingerprint cards for each applicant. The COTR will supply the contractor with fingerprint cards bearing the ORI of the COTR's office. When the COTR receives the completed fingerprint cards, he/she will mail them to the FBI. All results of the fingerprint check will be received by the COTR.
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-citizens applicants or subcontractors, the contractor must seek approval from the USMS COTR. Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (see <http://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.

Contractor and COTR Standard Operating Procedures

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 COTR's district. The FBI will send the results directly to the COTR.
11. The Warden shall certify the above steps have been completed with satisfactory results and submit the certification to the USMS COTR requesting a conditional approval.
12. After receiving the USMS' conditional approval the contractor notify USMS COTR 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/COTR Responsibilities

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

Prior to issuing the conditional approval the COTR 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 COTR 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 COTR 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 COTR 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.

Contractor and COTR Standard Operating Procedures

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. 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 USMS COTR 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 USMS COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the USMS COTR 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 in Section J of the contract.

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 an additional background investigation through the Office of Personnel Management at the minimum level of a NACI.

If the Warden or designee wishes to employ the applicant after finding that the applicant does not meet U. S. Marshals Service Guidelines of Acceptability, 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.

Attachment 4
POLICY STATEMENT
USE OF DEADLY FORCE

- I. Permissible Uses. An officer may use deadly force only when necessary, that is, when the officer has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the officer or to another person.
- II. Fleeing felons. Deadly force may be used to prevent the escape of a fleeing subject if there is probable cause to believe: (1) the subject has committed a felony involving the infliction or threatened infliction of serious physical injury or death, and (2) the escape of the subject would pose an imminent danger of death or serious physical injury to the officer or to another person.
- III. Escaping prisoner. When a prisoner escapes or attempts to escape, deadly force may be used against the prisoner only when the prisoner poses an imminent danger of death or serious physical injury to an officer or to another person.
- IV. Prison Unrest. Deadly force may be used to maintain or restore control of a prison or correctional institution when the officer reasonably believes that the intended subject of the deadly force is participating in a disturbance in a manner that poses an imminent danger of death or serious physical injury to other inmates, prison staff, or other persons. The use of deadly force would be unreasonable and thus not permitted to quell a disturbance when force other than deadly force reasonably appears sufficient.
- V. Non-Deadly Force. If other force than deadly force reasonably appears to be sufficient to accomplish an arrest or otherwise accomplish the law enforcement purpose, deadly force is not necessary.
- VI. Verbal Warning. If feasible and if to do so would not increase the danger to the officer or others, a verbal warning to submit to the authority of the officer shall be given prior to the use of deadly force.
- VII. Warning shots. Warning shots are not permitted outside of the prison context. In the prison context, warning shots may be fired within or in the immediate environs of a secure facility if there is no apparent danger to innocent persons: (A) If reasonably necessary to deter or prevent the subject from escaping from a secure facility; or (B) if reasonably necessary to deter or prevent the subject's use of deadly force or force likely to cause grievous bodily harm.
- VIII. Vehicles.
 - A. Weapons may not be fired solely to disable moving vehicles.
 - B. Weapons may be fired at the driver or other occupant of a moving motor vehicle only when:
 - 1. The officer has a reasonable belief that the subject poses an imminent danger of death or serious physical injury to the officer or another; and
 - 2. The public safety benefits of using such force outweigh the risks to the safety of the officer or other persons.

- IX. Vicious Animals. Deadly force may be directed against dogs or other vicious animals when necessary in self-defense or defense of others.
- X. Rights of Third Parties. Nothing in this policy and the attached commentary is intended to create or does create an enforceable legal right or private right of action.

Commentary Regarding the Use of Deadly Force

I. Introduction

The commentary addresses the use of deadly force in custodial and non-custodial situations. The policy and this commentary provide practical guidance to officers who must make grave decisions regarding the use of deadly force under the most trying of circumstances.

This policy is the product of discussion among the various law enforcement agencies whose personnel are called upon to make decisions regarding the use of deadly force, of review of the current policies governing the use of force, and of advice of legal counsel from various Department components, including those charged with law enforcement, defense of civil actions filed against the government, enforcement of civil rights, and provision of constitutional advice.

II. Definitions

Deadly force is the use of force that is likely to cause death or serious physical injury. When an officer uses such force, it may only be done consistent with this policy. Force that is not likely to cause death or serious physical injury, but unexpectedly results in such harm or death, is not governed by this policy.

Escape for the purposes of this policy encompasses the concept of immediacy of an attempt to leave custody. A person in custody is escaping from a facility or vehicle when he or she is attempting to escape and is still within the facility's immediate environs.

Probable cause, reason to believe or a reasonable belief, for purposes of this policy, means facts and circumstances, including the reasonable inference drawn therefrom, known to the officer at the time of the use of deadly force, that would cause a reasonable officer to conclude that the point at issue is probably true. The reasonableness of a belief or decision must be viewed from the perspective of the officer on the scene, who may often be forced to make split-second decisions in circumstances that are tense, unpredictable, and rapidly-evolving. Reasonableness is not to be viewed from the calm vantage point of hindsight.

III. Principals on the Use of Deadly Force

The Department of Justice recognizes and respects the integrity and paramount value of all human life. Consistent with the primary value, but beyond the scope of the principle articulated here, is the Department's full commitment to take all reasonable steps to prevent the need to use deadly force. Yet even the best prevention policies are on occasion insufficient, as when a serious prison disturbance occurs. With respect to those situations and in keeping with the value of protection of all human life, the touchstone of the Department's policy regarding the use of deadly force is necessity. Use of deadly force must be objective and reasonable under all circumstances known to the officer at the time, including the

nature and severity of a prison disturbance, whether officers at the facility carry firearms, and the use or threat of use of force upon the officers and others.

The necessity to use deadly force arises when all other available means of preventing imminent threat of death or serious physical injury to officers or other persons have failed or would be likely to fail. Thus, employing deadly force is permissible when there is no safe alternative to using such force, and without it, the officer or others would face imminent and grave danger. An officer is not required unreasonably to place his or her life, that of another officer, a prisoner or suspect, or the public in danger of death or serious physical injury before using deadly force.

Determining whether deadly force is reasonably necessary may involve instantaneous decisions that encompass many factors, such as the likelihood that the subject will use deadly force on the officer or others if such force is not used by the officer; the officer's knowledge that the subject will likely acquiesce in arrest or recapture if the officer uses lesser force or no force at all; the capabilities of the subject; the subject's access to cover and weapons, the presence of other persons who may be at risk if force is or is not used; and the nature of the underlying crime or threat posed.

No force, deadly or non-deadly, may be used wantonly, maliciously or sadistically by prison officers against prisoners. Force may never be used solely for the purpose of causing harm. During a mutiny, rebellion, riot or disturbance in a jail facility, deadly force may be used against any prisoner who poses an imminent danger of death or serious physical injury to an officer, a prisoner, or another person. The reasonableness of an officer's determination to use deadly force may turn on the officer's vantage point or assignment. Deadly force may be used when a single prisoner presents an imminent danger of death or serious physical injury to another person.

As used in this policy, "imminent" has a broader meaning than "immediate" or "instantaneous." The concept of "imminent" should be understood to be elastic, that is, involving a period of time dependent on the circumstances, rather than the fixed point of time implicit in the concept of "immediate" or "instantaneous." Thus, a subject may pose an imminent danger even if he or she is not at that very moment pointing a weapon at the officer, if for example, he or she has a weapon within reach or is running for cover carrying a weapon or running to a place where the officer has reason to believe a weapon is available.

IV. Lesser Means

Intermediate force. If force lesser than deadly force could reasonably be expected to accomplish the same end, such as the arrest of a dangerous fleeing subject, without unreasonably increasing the danger to the officer or to others, then it must be used. Deadly force is not permissible in such circumstances, although the reasonableness of the officer's understanding at the time deadly force was used shall be the benchmark for assessing violations of this policy.

Verbal Warning. Before using deadly force, if feasible, officers will audibly command the subject to submit to their authority. Implicit in this requirement is the concept that officers will give the subject an opportunity to submit to such command unless danger is increased thereby. However, if giving such a command would itself pose a risk of death or serious bodily harm to the officer or others, it need not be given.

Warning shots. Within or from the immediate environs of a secure facility, warning shots may be fired as an intermediate measure at the discretion of the officer if verbal warnings are to no avail. If the

officer determines that the firing of a warning shot is necessary to deterring or preventing an escape or preventing loss of life or infliction of serious physical injury, the officer may fire warning shots if he or she can do so safely, that is, there is not apparent danger of injury to an innocent person.

Attempts to shoot to wound or to injure are unrealistic and, because of high miss rates and poor stopping effectiveness, can prove dangerous for the officer and others. Therefore, shooting merely to disable is strongly discouraged.

Motor vehicles and their occupants. Experience has demonstrated that the use of firearms to disable moving vehicles is either unsuccessful or results in an uncontrolled risk to the safety of the officers or others. Shooting to disable a moving motor vehicle is forbidden.

An officer who has reason to believe that a driver or occupant poses an imminent danger of death or serious physical injury to the officer or others may fire at the driver or an occupant only when such shots are necessary to avoid death or serious physical injury to the officer or another, and only if the public safety benefits of using such force reasonably appear to outweigh any risks to the officer or the public, such as from a crash, ricocheting bullets, or return fire from the subject or another person in the vehicle.

Except in rare circumstances, the danger permitting the officer to use deadly force must be by means other than the vehicle.

V. Miscellaneous

Deadly force may be directed against dogs or other vicious animals when necessary in self-defense or defense of others.

Nothing in this policy and the attached commentary is intended to create or does create an enforceable legal right or private right of action.

ATTACHMENT 6
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 Office of the Federal Detention Trustee (OFDT) 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 the OFDT 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.

CONTRACTOR QUALIFICATION QUESTIONNAIRE

1. **Organization Name:**

2. **Under what other or former names has your organization operated?**

3. **If your organization is a corporation, provide the following:**
 - (i) Date of incorporation: _____
 - (ii) State of incorporation: _____
 - (iii) Identify President (CEO), Vice President, Treasurer and Secretary (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

4. **If your organization is a partnership, provide the following:**
 - (i) Date of organization: _____
 - (ii) Type of partnership (if applicable): _____
 - (iii) Name(s) of general partner(s) (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

5. **If your organization is individually owned, provide the following:**
 - (i) Date of organization: _____
 - (ii) Name of owner (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):
 - (iii) If the form of your organization is other than that listed above, describe it and the name of the principals (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

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 organization's 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-subsidiary).

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 200_.

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 200_.

Notary Public:

My Commission Expires:

ATTACHMENT 7
SMALL BUSINESS SUBCONTRACTING PLAN MODEL

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION/CONTRACT NUMBER: _____

CONTRACT VALUE: BASE _____ **OPTIONS** _____

EXPIRATION DATE: BASE _____ **OPTIONS** _____

PRINCIPAL PRODUCT OR SERVICE: _____

Date _____

Overview:

Federal Acquisition Regulation (FAR), subpart 19.708(b) prescribes the use of clause FAR 52.219-8, entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats may be acceptable. However, failure to include the essential information as exemplified in this model may cause either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9.

"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 calling for supplies or services required for performance of the contract or subcontract.

The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.

1. Type of Plan (Check One)

___ Individual Contract Plan (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).

___ Master Plan (A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans).

____ Commercial Plan (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).

2. Subcontracting Goals: State separate dollar and percentage goals for small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in the following format:

	<u>Dollars</u>	<u>Percent</u>	
Percentage of Dollars to be Planned Subcontracting Dollars	\$ _____	<u>100 %</u>	Subcontracted and Total
Goals for Small Business	\$ _____	_____ %	
Goals for Veteran-Owned Small Business	\$ _____	_____ %	
Goals for HUBZone Small Business	\$ _____	_____ %	
Goals for Small Disadvantaged Business	\$ _____	_____ %	
Goals for Women-Owned Small Business	\$ _____	_____ %	Business

(See sample below)

	<u>Dollars</u>	<u>Percent</u>
	<u>SAMPLE</u>	
-Total Subcontracting Dollars	<u>\$4,000,000</u>	<u>100%</u>
-To Large Business	<u>\$1,000,000</u>	<u>25%</u>
-To Small Business	<u>\$3,000,000</u>	<u>75%</u>
-To Veteran-Owned Small Business	<u>\$ 800,000</u>	<u>20%</u>
-To HUBZone Small Business	<u>\$ 800,000</u>	<u>20%</u>
-To Small Disadvantaged Business	<u>\$1,000,000</u>	<u>25%</u>
-To Small Women-Owned Business	<u>\$400,000</u>	<u>10%</u>

(For a contract with options provide a separate statement for the basic contract and individual statements for each option year.)

Total Subcontracting Dollars	<u>Dollars</u>	<u>Percent</u>
Base Year	\$ _____	_____
1st Option Year	\$ _____	_____

3. The following principal products and/or services will be subcontracted under this contract (**include the name of subcontractor**), and the distribution among small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are as follows:

(Products/services planned to be subcontracted to small business concerns are identified by *, veteran-owned small business by **, HUBZone small business by ***, small disadvantaged business by ****, and women-owned small business concerns by *****)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

4. The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns were determined.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

5. The following is a description of the method used to identify potential sources to be subcontracted to small business, veteran-owned small business, HUBZone small business and small disadvantaged business, and women-owned small business concerns.

(E.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small disadvantage, and women-owned small business trade associations)

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

6. Indirect costs are included in the subcontracting goals specified in paragraph 2 (check one):

___ yes ___ no

If "yes," describe the method used in determining the proportionate share of indirect cost to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business and concerns:

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

7(a). The following individual employed by the offeror will administer the offeror's subcontracting program:

Name: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

(b) The following is a description of the duties of the individual assigned to administer the firm's subcontracting program:

Duties: The individual will be responsible for the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (1) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (2) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (3) Assuring inclusion of small and small business and small disadvantage business concerns in all solicitations for products or services which they are capable of providing.

- (4) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantage business participation.
- (5) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (6) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (7) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (8) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (9) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (10) Monitoring attainment of proposed goals.
- (11) Preparing and submitting periodic subcontracting reports.
- (12) Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- (13) Coordinating the conduct of contractor's activities involving its Small and Small Disadvantaged Business Subcontracting Program.
- (14) Additions to (or deletions from) the duties specified above are as follows:

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

8. The following efforts will be taken to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations.
 - (ii) Contacts with business development organizations.
 - (iii) Attendance at small and minority business procurement conferences and trade fairs.
 - (iv) Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted.

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

9. The offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" (FAR 52.219-8) in all subcontracts which offer further subcontracting opportunities. Additionally, all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will be required to adopt and comply with a subcontracting plan similar to this one.

10. The offeror agrees to (i) submit periodic reports which show compliance with the subcontracting plans; (ii) cooperate in any studies or surveys as may be required; (iii) submission of Standard Form 294 (SF-294), "Subcontracting Reports for Individual Contracts," and Standard Form 295 (SF-295), "Summary Subcontract Report," in accordance with the instructions on the forms and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

The Contracting Officer must receive the reports within 30 days after the close of each calendar period. The reporting schedule is as follows:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Due Date</u>
10/01 through 03/31	SF-294	04/30
04/01 through 09/30	SF-294	10/30
10/01 through 09/30	SF-295	10/30

11. The offeror agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Source lists, guides and other data identifying small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

(b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(c) On a contract-by-contract basis, records on each subcontract solicitations resulting in an award over \$100,000, indicating:

(1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not;

(3) whether HUBZone small business concerns were solicited, and if not, why not;

(4) whether small disadvantaged business concerns were solicited, and if not, why not;

(5) whether women-owned small business concerns were solicited, and if not, why not; and if applicable, the reason why award was not made to a small business concern.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc.; Attendance at small and minority business procurement conferences and trade fairs; and Veteran service organizations.

(e) Records of internal guidance and encouragement provided to buyers: workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor.

(g) Records to be maintained in addition to the above are as follows:

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

SIGNATURE PAGE

This Subcontracting Plan was Submitted By:

Signature: _____

Typed Name: _____

Title: _____

Date: _____

Telephone: _____ Fax _____ E-mail _____

Plan Approved by the Office of the Federal Detention Trustee

Signature: _____

Title: _____

Typed Name: _____

Date: _____

Attachment 8
QUALITY ASSURANCE PLAN (QAP)

INTRODUCTION: To facilitate the surveillance of the Contractor's Quality Control Program/Inspection System by the Government, the Contracting Officer's Technical Representative (COTR) will verify contractor compliance with designated performance requirements by establishing a QAP. The COTR is the primary Quality Assurance Representative. The COTR will be responsible for the review functions, the handling of nonconformance and the ultimate point of acceptance.

The contract requirements are divided into various disciplines, each of which has a number of Performance-Based Detention Standards. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be determined based on performance to be Acceptable: The level of performance in the aggregate meets the performance standard; deficiencies are minor and no outstanding elements of performance are present within the review guideline; Unacceptable: The level of performance in the aggregate fails to meet the performance guidelines; deficiencies are pervasive. The aforementioned ratings will be applied in relations to the applicable payment schedule and delivery of services.

PERFORMANCE RATINGS: The following is a list of ratings that will be assigned:

Excellent: The program conforms to the Performance-Based Detention Standards in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the Performance-Based Detention Standards in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard: deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the Performance-Based Detention Standards. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standards; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the Performance-Based Detention Standards. Internal controls are weak, resulting in serious deficiencies in one or more areas. The level of performance in the aggregate fails to meet the performance standards: deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards: deficiencies require immediate corrective actions.

The PRS and the Performance-Based Detention Standards are based on ACA standards, the Performance Work Statement (PWS), professional guidelines referenced by the PWS, applicable Government policy and any other appropriate measures within the contracted services.

The PRS and Performance-Based Detention Standards identify:

- Each contract requirement, the Performance-Based Detention Standards, and quality level essential for successful performance of each contract requirement;
- Summarize the Performance-Based Detention Standards; and
- Specify the maximum percentage of total deduction in contract price attributable to each contract requirement.

Detention Facility, Youngstown, OH Performance Requirement Summary

(1) Administration and Management		
<i>Objective</i> - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.		
Deduction: 10%		
<i>(See Performance-Based Detention Standards)</i>		
		SECTION
Performance-Based Detention Standards	Policy Development and Monitoring	(A.1)
	Internal Inspections and/or Reviews	(A.2) (K.1)
	Detainee Records	(A.3)
	Admission and Orientation	(A.4)
	Personal Property and Monies	(A.5) (K.2)
	Detainee Release	(A.6)(K.3)
	Accommodations for the Disabled	(A.7)
(2) Health Care		
<i>Objective</i> - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services, response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.		
Deduction: 20%		
<i>(See Performance-Based Detention Standards)</i>		
		SECTION
Performance-Based Detention Standards	Intake Health Screening	(B.1)
	Medical, Dental, and Mental Health Appraisals	(B.2) (K.4)
	Access to Routine, Acute Chronic, and Emergency Health Services	(B.3) (K.5)
	Experimental Research	(B.4)
	Response to Medical, Mental, and Dental Health Needs	(B.5)
	Suicide Prevention	(B.6)
	Detainee Hunger Strikes	(B.7)
	Detainee Death	(B.8)
	Informed Consent/Involuntary Treatment	(B.9)
	Infectious Disease	(B.10)

(3) Security and Control

Objective - Addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline.

Deduction: 20% (See Performance-Based Detention Standards) **SECTION**

Performance-Based Detention Standards	Post Orders	(C.1) (K.6)
	Permanent Logs	(C.2)
	Security Features	(C.3) (K.7)
	Security Inspections and/or reviews	(C.4) (K.8)
	Control of Contraband	(C.5)
	Detainee Searches	(C.6)
	Detainee Accountability and Supervision	(C.7)
	Use of Force	(C.8)
	Non-routine Use of Restraints	(C.9)
	Tool & Equipment Control	(C.10)
	Weapons Control	(C.11)
	Detainee Discipline	(C.12)
	Supervision for Special Housing	(C.13)
	Contingency/Emergency Plan	(C.14)(K.9)

(4) Food Service

Objective - Address basic sanitation procedures and the adequacy of meals provided to detainees.

Deduction: 15% (See Performance-Based Detention Standards) **SECTION**

Performance-Based Detention Standards	Sanitation Requirements	(D.1)(K.10)
	Ensure Meals are Varied	(D.2)(K.11)
	Special Diets	(D.3)

(5) Staff and Detainee Communication

Objective - Address opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff.

Deduction: 5% (See Performance-Based Detention Standards) **SECTION**

Performance-Based Detention Standards	Staff-Detainee Communication	(E.1) (K.12)
	Diversity Training	(E.2)
	Detainee Grievances	(E.3) (K.13)

(6) Safety and Sanitation

Objective - Addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding.

Deduction: 10% (See Performance-Based Detention Standards) **SECTION**

Performance-Based Detention Standards	Fire Safety	(F.1)
	Non-Hazardous Furnishings	(F.2)
	Control of Dangerous Materials	(F.3)
	Environmental Control	(F.4)

	Clothing and Bedding Personal Hygiene/Well-being Physical Facility and Equipment	(F.5) (K.14) (F.6) (F.7) (K.15)
(7) Services and Programs		
<i>Objective</i> - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.		
Deduction: <u>15%</u> (See Performance-Based Detention Standards) SECTION		
Performance-Based Detention Standards	Classification, Review, and Housing	(G.1) (K.16)
	Religious Practices	(G.2) (K.17)
	Volunteer Work Assignments	(G.3)
	Work Assignments and Security	(G.4)
	Exercise and Out-of-Cell Opportunities	(G.5)
	Legal Materials	(G.6)
	Legal Representation	(G.7) (K.18)
	Telephone Access	(G.8)
	Visitation Privileges	(G.9)
Detainee Mail and Correspondence	(G.10)(K.19)	
(8) Workforce Integrity		
<i>Objective</i> - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.		
Deduction: <u>2.5%</u> (See Performance-Based Detention Standards) SECTION		
Performance-Based Detention Standards	Staff Background and Reference Checks	(H.1)
	Staff Training, Licensing, and Credentialing	(H.2)
	Staff Misconduct	(H.3)
(9) Detainee Discrimination		
<i>Objective</i> - Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.		
Deduction: <u>2.5%</u> (See Performance-Based Detention Standards) SECTION		
Performance-Based Detention Standards	Discrimination Prevention	(I.1)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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(es):

www.arnet.gov/far

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that–

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 --

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this

provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. "Women-owned business concern", as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means 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).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION

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MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 922140.

(2) The small business size standard is \$30,000,000.00.

(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) *Representations.*

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

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4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent care giver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph

(b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC)

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codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas.

K.12 52.233-2 -- SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from OFDT, 4601 North Fairfax Drive, Suite 910, Arlington, Virginia 22203.

(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)

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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(es):

www.arnet.gov; <http://www.usdoj.gov/jmd/pe/jarinet.htm>

NUMBER	TITLE	DATE
52.204-6 (DUNS)	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
2852.233-70	PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE	JAN 1998

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 1997)

Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. 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 a 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 cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(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.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Office of the Federal Detention Trustee
United States Department of Justice
ATTN: Robert Moffett
4601 North Fairfax Drive, Suite 910
Arlington, Virginia 22203

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

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L.4 QUESTIONS FROM OFFERORS CONCERNING THE SOLICITATION. Offerors may submit questions, concerns or request clarification of, any aspect of this solicitation via electronic mail to robert.moffett@usdoj.gov. The offeror must include the Company's Name and Solicitation Number (ODT-9-R-0001) 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, 17 December 2008, to allow the Government adequate time to prepare and issue responses, so that offerors 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 17 December 2008 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 via electronic mail, Robert.moffett@usdoj.gov, and one copy by mail to the below address by the due date specified in Block 3 of Optional Form 308. Offers received after this specified date will be considered late and will not be evaluated.

Address:

Office of the Federal Detention Trustee
4601 N. Fairfax Drive
Suite 910
Arlington, VA 22203
Attn: Robert Moffett

Naming Conventions – Volume I, Volume II, and Volume III shall be separate attachments to the electronic submission and easily distinguished by the Government. The softcopy file name for each volume shall contain the Offeror's company name and the applicable volume. For example: ABC Corp-Vol I; Acme_ Vol II, etc.

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. Offerors 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 to OFDT files free of known computer viruses. The Offeror shall be responsible for examining all such products prior to delivery to OFDT 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 - Offerors 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 is not required to be submitted in hardcopy.

L.6 PROPOSAL CONTENT

Proposals shall be submitted in three 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. Proposal page limitation will be enforced.

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

Faxed proposals will not be considered.

L.7 PROPOSAL PREPARATION INSTRUCTIONS. Proposals shall include the following -

Volume I – Technical Proposal

This section 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 Performance Work Statement (PWS). Since each offeror's Technical Proposal will be evaluated in accordance with Section M of the RFP, 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 PWS, but shall describe the actual work proposed as specifically as practical. The PWS reflects the requirements and objectives of the program under consideration; therefore, repeating or paraphrasing the PWS without sufficient elaboration is not acceptable.

Format and Content. The Technical Proposal shall include the following components:

Table of Contents
List of Attachments, Tables and Figures
Technical Discussion

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.

A. Administration and Management

- (1) Quality Control Plan. The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance. Page Limitation: Five (5) pages.
- (2) Organizational Structure. The 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 and the offeror's corporate office. Page Limitation: Three (3) pages.
- (3) Training. The offeror shall submit a chart, which clearly and concisely illustrates the training, and staff development programs for all categories of facility personnel (paid and volunteer). Page Limitation: Five (5) pages.
- (4) Equal Employment Opportunity/Cultural Awareness. The offeror shall submit a plan for the employment of qualified staff and identify the offeror's goals for equal employment opportunity. Page Limitation: Five (5) pages.

B. Facility Operations

- (1) Accountability. The offeror shall describe its approach for maintaining accountability of all detainees assigned to the facility. Page Limitation: Eight (8) pages.
- (2) Tool Control. The offeror shall describe its approach for maintaining accountability of all tools utilized or stored at the facility. Page Limitation: Three (3) pages.

- (3) Contraband. The offeror shall describe its approach to control, identify and eliminate contraband from the facility. Page Limitation: (5 pages).
- (4) Emergencies. The offeror shall describe its approach to responding to facility emergencies including assistance from local and/or state authorities. Page Limitation: Twenty-Five (25) pages.
- (5) Evacuation Procedures. The offeror shall describe in detail its established policy and procedures for the safe and orderly evacuation of auditory, physical and visually impaired detainees from the facility. Page Limitation: Eight (8) pages.

C. Facility Services

- (1) Policies. The offeror shall describe its detainee's receiving and orientation policies and procedures program. Page Limitation (15 pages).
- (2) Medical Program. The offeror shall describe its approach to the administrative and operational implementation of the facility's medical program. The offeror shall also describe its approach to ensuring that medical, dental and mental health screening and treatment are performed by licensed health care professionals. Additionally, the offeror shall describe its approach to maintaining an effective infectious disease control program which promotes a safe and healthy environment for staff, detainees and visitors. Page Limitation (30 pages).
- (3) Detainee (Prisoner) Services and Programs. The offeror shall describe in detail its approach to providing food services, legal library, and Exercise and Out-of-Cell opportunities for the detainee population. Page Limitation: Forty (40) pages.

D. Activation and Staffing

- (1) Policy and Staffing (Contact Activation). The offeror shall submit a complete list of all existing facility policies in addition to those being developed.
- (2) Human Resources. The offeror shall submit a list of all personnel necessary for the performance of the contract, to include contractors and volunteers. The list shall be a current staff complement roster 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. The offeror's staffing plan shall ensure that appropriate operation and security coverage is maintained at all times.
- (3) 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.

E. Physical Plant

- (1) Rated Capacity. The offeror shall identify the rated capacity of the proposed facility assigned by a rating official within the facility's local jurisdiction or state. The offeror shall also identify the design capacity of the facility established by the facility planners or architects which complies with all local jurisdiction and states safety guidelines.
- (2) Prints. The offeror shall submit half size prints of the facility site plans only if they are planning to expand the existing structure or construct a facility during the term of this contract:
 - a) Scale of original document: (Minimum 1" =100 feet) showing the location of buildings, roads, fences, parking lots, walkways, and other major site improvements.
 - b) Scale of original document: (1/8" =1 foot) of architectural floor plans for each building showing: Name/function of all rooms.
 - c) Total gross square footage of each program area and entire facility.
 - d) Entry into the secure perimeter be means of a secure entry point.
 - e) Physical plant security details including, but not limited to, secure walls, security doors, secure ceilings, control center, sally ports, and secure perimeter.
 - f) Location of required government occupied space.
- (3) Technical/Management Approach. The offeror shall provide adequate information to demonstrate the ability to perform the work to ensure quality of performance. Technical approach, as gained and provided from the offeror's proposal, shall be evaluated to determine the extent of the offeror's understanding of and feasibility/ability to successfully perform the Government's requirement.

Technical Evaluation

Proposals will be technically evaluated in accordance with the factors and order of importance as described in The Technical Evaluation Criteria (Section M).

Volume II -- Past Performance and Small Business Subcontracting Plan

A. Past Performance.

The Offeror must provide documented evidence of their ability to perform work that is the same as, or similar to that required by the RFP. The proposal shall contain a list of all clients, both Government and private sector, for whom the offeror has performed the same or similar services as those required for this RFP during the last three (3) years and all contracts currently in progress. Include the following information for each contract and subcontract:

Name of contracting activity;
Contract number;
Contract type (i.e., cost reimbursement, fixed-price);
Date of contract award and expiration;

Total contract value and per diem rate(s);
Definition of contract work;
Contracting Officer and telephone number;
Administrative Contracting Officer (if different from above) and telephone number; and,
Contract/ Program Manager and telephone number;

(2) List of prime contractor or major subcontractors with contact names, addresses and telephone numbers.

B. Small Business Subcontracting Plan (Applicable to other than Small Businesses)

In accordance with FAR Part 19.702, the contractor shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. OFDT's subcontracting goals for this acquisition are provided in paragraph 1.9 below and are expressed as percentages of the total value of the contract. The offeror shall provide (1) the total dollar value and percentage of the proposed small business subcontracting effort as it relates to the total value of the prospective contract. (2) Specific goals established for the categories of small business (small business, small disadvantaged business, 8(a) business, HUBZone small business, women-owned small business, and service disabled veteran owned small business.

Evaluation of Past Performance and Small Business Participation

Proposals will be evaluated on a pass/fail basis for both past performance and small business participation.

Volume III - Business Proposal.

The offeror shall submit a complete Volume II that includes the following:

1. The offeror shall provide the company's Tax Identification Number (TIN) and DUNS Number on the cover page.
2. SF33, Solicitation, Offer, and Award – Complete all applicable sections of blocks 12 through 18 of the SF33. In addition, include acknowledgement of any amendments issued in this section.
3. The Offeror shall complete Section B of this solicitation and include it in Volume II.
4. The Offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Volume II.
5. The Offeror shall complete any clauses of this solicitation that require completion by the Offeror.

6. The offeror shall provide proof of registration in the Central Contractor Registration (CCR) (See FAR clause 52.204-7, Section I, paragraph 1.1).

L.8 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.9 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.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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(es): <http://www.arnet.gov/far/>.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 FACTORS FOR AWARD (TECHNICAL).

Factors other than price will be evaluated through application of the following factors listed in descending order of importance.

Factor 1: Technical/Management Approach. The Offeror shall provide adequate information to demonstrate the ability to perform the work to ensure quality of performance. Technical Approach, as gained and provided from the Offeror's proposal, shall be evaluated to determine the extent of the Offeror's understanding of and feasibility/ability to successfully perform the Government's requirement.

The Offeror shall provide adequate information to demonstrate the ability to manage and oversee the work to be performed to ensure quality of performance. Management Approach will be evaluated to determine the feasibility and effectiveness of the Offeror's management for accomplishing the tasks specified in the PWS. Personnel Qualifications will be evaluated based on the firm's responses and ability to provide the highest qualified program management and staff that are best able to perform the requirements of the PWS. The offeror shall demonstrate its ability to maintain and train key personnel to ensure quality service by a qualified staff. The offeror shall demonstrate its plans for recruiting, screening, hiring, training and retaining staff for this project. The offeror provides a clear plan for Quality Control (QC) that clearly identifies the methods/processes the firm will use to oversee contract performance to ensure high quality and timeliness and adequately prevent, detect and correct any potential deficiencies. Proposed key personnel have requisite qualifications and experience to perform the tasks of the PWS.

Factor 2: Past Performance/Corporate Experience. Offeror will be evaluated on its performance under existing and prior contracts for similar services (e.g. accreditation of operation, quality control of services delivered, responding to and resolving potential problems, etc.). 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. Past Performance will be examined to ensure corrective measures have been implemented where problems in performance have occurred.

The evaluation will also consider the performance of the Offeror as a business entity (“corporate” performance) as well as the following information:

1. Proposed key personnel;
2. Proposed subcontractors who will perform major or critical aspect of the resultant contract; and,
3. The Offeror’s predecessor company(ies), if any.

Factor 3: Small Business Subcontracting Participation (applicable to other than small business). In accordance with FAR Part 19.702, the contractor shall provide the maximum practicable subcontracting opportunities to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. OFDT’s subcontracting goals for this acquisition are provided below and are expressed as percentages of the total value of the contract.

The Subcontracting Goals established for this acquisition are the following: 45% Small Business. Within that total, the following subordinate goals shall apply:

- 10% - Small Disadvantaged Business
- 10% - 8(a) Business
- 6% - HUBZone Small Business
- 7% - Women-Owned Small Business
- 3% - Service-Disabled Veteran-Owned Small Business

The following criteria will be used to evaluate this factor:

1. The total value of the proposed small business subcontracting effort as it relates to the total value of the prospective order.
2. Specific goals established for the categories of small business: (1) Small Business; (2) Small Disadvantaged Business; (3) 8(a) Business; (4) HUBZone Small Business; (5) Women-Owned Small Business; and (6) Service-Disabled Veteran-Owned Small Business.

M.3 FACTORS FOR AWARD (PRICE).

OFDT will evaluate the offeror’s proposed price for the base period and all option periods. While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of

the proposal. Proposed prices will be evaluated to determine if they realistic and reasonable for accomplishing the proposed contract.

M.4 DISCUSSIONS.

Offeror are advised that if the decision is made that award cannot be made on initial proposal, the Government shall conduct discussions. The Contracting Officer will determine the method of discussions, either written or oral.