

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (ISCFR350)

RATING

PAGE OF PAGES
1 OF 48

2. CONTRACT (Proc. Inst. Ident.) NO: ODT-5-C-0003
 3. EFFECTIVE DATE: 07-01-2005
 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: 05-98-05 USMS/ DRO-05-RQ0319

5. ISSUED BY: Office of the Federal Detention Trustee, National Place Building, Suite 1210, 1331 Pennsylvania Ave. NW, Washington, DC 20530
 6. ADMINISTERED BY (If other than Item 5): Same as Block 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code):
 Corrections Corporation of America
 10 Burton Hills Boulevard
 Nashville, TN 37215

8. DELIVERY: FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: See Block 12

CODE: FACILITY CODE:

11. SHIP TO/MARK FOR: ODT-5-C-0003
 12. PAYMENT WILL BE MADE BY: USMS / ICE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA: 1020x 5500198 (USMS) 30-01-06-000 (ICE)

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached for details.				
	Total amount for base year \$142,959,079.00				
15G. TOTAL AMOUNT OF CONTRACT					

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(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ODT-4-R-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print):
 NAME OF CONTRACTOR: (Signature of person authorized to sign)
 19C. DATE SIGNED:
 20A. NAME OF CONTRACTING OFFICER: LORI A. RAY
 20B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)
 20C. DATE SIGNED: 07-07-2005

SECTION B

PART I. BASE PERIOD:

(Immigration Customs and Enforcement - ICE)

THE CONTRACT SHALL COMMENCE JULY 11, 2005 AND EXTEND FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	
0002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months		

** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

0003 Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]

a.	Guard Services	31,000	man hours	(b) (4)	
b.	Transportation	245,000	mile		

TOTAL ESTIMATED COST FOR THE BASE PERIOD

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2037, Rev. 35).

** \$0.36 per RFP submittal forms, however per Questions and Answers, ODT-4-R-0004 Amendment 0004, #0.40.5

PART II. FIRST OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE BASE PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	
1002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months		

** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

1003 Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]

a.	Guard Services	31,000	man hours	(b) (4)	
b.	Transportation	245,000	mile		

TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2037, Rev. 35).

** \$0.36 per RFP submittal forms, however per Questions and Answers, ODT-4-R-0004 Amendment 0004, #0.40.5

PART III. SECOND OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE FIRST OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	
2002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months		

* * * These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

2003 Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently (b) (4).

a.	Guard Services	31,000	man hours	(b) (4)
b.	Transportation	245,000	mile	(b) (4)

TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD

* Based on prevailing wage determination for Correctional Officers, currently \$21.58/hour (Wage Determination No. 1994-2097, Rev. 25).
** \$0.36 per RFP submittal forms; however per Questions and Answers, ODT-4-P-0004 Amendment 0004, 10-40-5.

PART IV. THIRD OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE SECOND OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	
3002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months		

* * * These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

3003 Off-Site Guard Svcs

[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]

a.	Guard Services	31,000	man hours	(b) (4)
b.	Transportation	245,000	mile	(b) (4)

TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD

* Based on prevailing wage determination for Correctional Officers, currently \$21.58/hour (Wage Determination No. 1994-2097, Rev. 25).
** \$0.36 per RFP submittal forms; however per Questions and Answers, ODT-4-P-0004 Amendment 0004, 10-40-5.

Comprehensive Secure Detention Services
 San Diego, CA (Otay Mesa)
 San Diego, CA (Otay Mesa)

Corrections Corporation of America (CCA)
 Contract Award No. ODT-5-C-0003
 Contract Award No. ODT-5-C-0003

PART V. FOURTH OPTION PERIOD:
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COMMENCES UPON EXPIRATION OF THE THIRD OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).
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CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	(b) (4)
4002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months	(b) (4)	(b) (4)
** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.					
4003	Off-Site Guard Svcs				
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is (b) (4)]					
	a. Guard Services	31,000	man hours	(b) (4)	(b) (4)
	b. Transportation	245,000	mile	(b) (4)	(b) (4)
TOTAL ESTIMATED COST FOR THE FOURTH OPTION PERIOD					

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2037, Rev. 35).
 ** \$0.36 per RFP submittal forms, however per Questions and Answers, ODT-4-R-0004 Amendment 0004, \$0.40.5

PART VI. FIFTH OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE FOURTH OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
5001	Detention Services (Min Guarantee 900 detainees)	900	36 Months	(b) (4)	(b) (4)
5002	Detention Services (Max Guarantee 900-1000 detainees)	100	36 Months	(b) (4)	(b) (4)
** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.					
5003	Off-Site Guard Svcs				
[These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]					
	a. Guard Services	31,000	man hours	(b) (4)	(b) (4)
	b. Transportation	245,000	mile	(b) (4)	(b) (4)
TOTAL ESTIMATED COST FOR THE FIFTH OPTION PERIOD					

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2037, Rev. 35).
 ** \$0.36 per RFP submittal forms, however per Questions and Answers, ODT-4-R-0004 Amendment 0004, \$0.40.5

TOTAL ESTIMATED COSTS FOR THE BASE PERIOD AND ALL OPTION PERIOD, AGGREGATE TOTAL: (b) (4)

PART I. BASE PERIOD:

(United States Marshal Services - USMS)

THE CONTRACT SHALL COMMENCE JANUARY 1, 2005 AND EXTEND FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
0002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	
** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.					
0003	Off-Site Guard Svcs [These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]			(b) (4)	
	Guard Services	10,000	man hours	(b) (4)	

TOTAL ESTIMATED COST FOR THE BASE PERIOD

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

PART II. FIRST OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE BASE PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
1002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	
** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.					
1003	Off-Site Guard Svcs [These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]			(b) (4)	
	Guard Services	10,000	man hours	(b) (4)	

TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officer, currently \$21.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

PART III. SECOND OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE FIRST OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
2002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	

* These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

2003 Off-Site Guard Svcs
[These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]

Guard Services 10,000 man hours

(b) (4)

TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officers, currently \$21.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

PART IV. THIRD OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE SECOND OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
3002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	

** These Per Diems are based on an annual inflator of 3% on the anniversary date of the contract.

3003 Off-Site Guard Svcs
[These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]

Guard Services 10,000 man hours

(b) (4)

TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officers, currently \$21.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

**Comprehensive Secure Detention Services
San Diego, CA (Otay Mesa)**

**Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0003**

PART V. FOURTH OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE THIRD OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
4002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	
4003	Off-Site Guard Svcs [These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]				
	Guard Services	10,000	man hours	(b) (4)	

TOTAL ESTIMATED COST FOR THE FOURTH OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officers, currently \$11.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

PART VI. FIFTH OPTION PERIOD:

COMMENCES UPON EXPIRATION OF THE FOURTH OPTION PERIOD AND EXTENDS FOR A PERIOD OF 36 MONTHS (THREE YEARS).

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
5001	Detention Services (Min Guarantee 300 prisoners)	300	36 Months	(b) (4)	
5002	Detention Services (Max Guarantee 300-400 prisoners)	100	36 Months	(b) (4)	
5003	Off-Site Guard Svcs [These hours are for guard services per prisoner, while prisoner is allowed outside the detention facility for medical purposes.]				
	Guard Services	10,000	man hours	(b) (4)	

TOTAL ESTIMATED COST FOR THE FIFTH OPTION PERIOD

* Based on prevailing wage determination rate for Correctional Officers, currently \$21.58/hour (Wage Determination No.: 1994-2057, Rev. 35).

TOTAL ESTIMATED COSTS FOR THE BASE PERIOD AND ALL OPTION PERIOD, AGGREGATE TOTAL:

(b) (4)

SECTION C

PERFORMANCE WORK STATEMENT

C.1 DEFINITIONS/ACRONYMS

1. ACA: American Correctional Association.
2. ALDF: Adult Local Detention Facilities.
3. 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.
4. ALIEN: Any person who is not a citizen or national of the United States.
5. BOOKING: It is a procedure for the admission of an ICE 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.
6. CLASSIFICATION: A process for determining the needs and requirements of aliens 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.
7. 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.
8. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
9. CONTRACTING OFFICER: An employee of the government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.
11. CONTROL ROOM: 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.
12. DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
13. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories

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14. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
15. DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.
16. 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.
17. ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
18. 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.
19. 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.
20. FACILITY: The physical plant and grounds in which The Contractor's services are operated.
21. 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.
22. FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).
23. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
24. 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.
25. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
26. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be

- 1 transferred to the detainee record; date and time of all medical examinations; and, copies of
2 standing or direct medical orders from the physician to the facility staff.
3
- 4 27. MEDICAL SCREENING: A system of structured observation and/or initial health
5 assessment to identify newly arrived detainees who could pose a health or safety threat to
6 themselves or others.
- 7 28. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on
8 demand by the COTR and shall include, is not limited to, escorting and custody of detainees
9 for hearings, ICE interviews, and any other location requested by the COTR.
10
- 11 29. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and
12 technical workers who by state law engage in activities that support, complement or
13 supplement the functions of physicians and/or dentists who are licensed, registered, or
14 certified, as appropriate to their qualifications, to practice.
15
- 16 30. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the
17 facility enters into a contractual agreement to plan for and provide health care services to the
18 detainee population of the facility.
19
- 20 31. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg
21 irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
22
- 23 32. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e.,
24 chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing
25 devices, gas marks, fans, first aid kits, stretchers and emergency alarms.
26
- 27 33. SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or
28 within the interior of the facility, containing gates or doors at both ends, only one of which
29 opens at a time. This method of entry and exit ensures there shall be no breach in the
30 perimeter or interior security of the facility.
31
- 32 34. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors,
33 walls and barriers used to confine and control detainees. In addition, electronic monitoring
34 equipment, security alarm systems, security light units, auxiliary power supply, and other
35 equipment used to maintain facility security.
36
- 37 35. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure
38 confinement of detainees.
39
- 40 36. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for
41 the definitive treatment of identified minor, self-limiting conditions and for on-site treatment
42 of emergency conditions.
43
- 44 37. TRAINING: An organized, planned, and evaluated activity designed to achieve specific
45 learning objectives. Training may occur on site, at an academy of training center, at an
46 institution of higher learning, through contract service, at professional meetings or through
47 closely supervised on-the-job training. Meetings of professional associations are considered
48 training when there is clear evidence of the above elements.
49
- 50 38. TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to
51 requests by designated officials for secure movement of detainees from place to place
52 necessary for processing, hearings, interviews, etc.
53
- 54 39. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy
55 clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

1 C.2 Introduction
2

3 This Performance Work Statement (PWS) sets forth the contract performance requirements for the
4 management and operation of a Contractor-owned/Contractor-operated detention facility for federal
5 detainees. The population will be comprised of individuals charged with federal offenses and
6 detained while awaiting trial or sentencing, a hearing on their immigration status, or deportation.
7 The Office of the Federal Detention Trustee (OFDT) will award a contract on behalf of the
8 Department of Homeland Security (DHS) component, U. S. Immigration and Customs Enforcement
9 (ICE) to house detainees at the facility. The U.S. Marshals Service (USMS) will be an authorized
10 user of the contract.”

11
12 The Contractor shall furnish all personnel, management, equipment, supplies and services necessary
13 for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is
14 responsible for all costs associated with and incurred as part of providing the services outlined in
15 this contract.

16
17 Facilities shall be provided to accommodate at least 1,300 detainees at a single site (1,000 ICE and
18 300 USMS detainees). In addition, the institution shall include a special housing unit (segregation)
19 with a capacity of at least 10 percent of the facility rated capacity.

20
21 The facility shall be located within the geopolitical boundaries of San Diego County, California.
22 The facility(s) shall be located within appropriate proximity and access to emergency services
23 (medical, fire protection, law enforcement, etc.).

24
25 The Contractor shall ensure that the facility operates in a manner consistent with the mission of the
26 Department of Justice (DOJ) and the Department of Homeland Security, ICE Detention and
27 Removal Operation. ICE Detention and Removal promotes safety and national security by ensuring
28 the departure from the United States of all removable illegal residents through the fair and effective
29 enforcement of the nation’s immigration laws. While in custody, ICE, USMS and OFDT must
30 ensure that such individuals are housed in safe, secure, and humane environment and their statutory
31 and constitutional rights are safeguarded.

32
33 Within 90 days of contract award, the Contractor shall notify the Contracting Officer (CO) the
34 facility is ready to begin accepting detainees. This may occur earlier at the request of the
35 Contractor, but only if the OFDT determines the Contractor is capable of accepting detainees.

36
37 It is essential that the Contractor be fully prepared to accept responsibility for performing the
38 requirements of the contract, thus ensuring the safety and security of the community. Therefore, the
39 OFDT may perform numerous assessments to ensure contract compliance prior to issuance of the
40 Notice to Proceed (NTP) (See Section F.2).

41
42 If the OFDT determines the Contractor is capable of accepting detainees, the NTP will be issued.
43 The Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

44
45 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA
46 standards, shall be developed by the Contractor and submitted in writing to the CO for review and
47 concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies
48 and procedures shall not be modified without the prior written acknowledgment of the CO. The
49 Contractor does not have a right of refusal and shall take all referrals from ICE. The contractor is
50 prohibited from constructing any additional beds space or facilities at the contract location without
51 the prior written approval of the CO.
52
53
54
55

1 C.2.1 General
2

3 All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal,
4 state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable
5 case law; and Court Orders. Should a conflict exist between any of the aforementioned standards,
6 the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as
7 to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate
8 standard. The Contractor shall comply with, DOJ, ICE, USMS regulation, Congressional mandate,
9 Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and
10 remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

11
12 The Government reserves its rights to conduct announced and unannounced inspections of any part
13 of the facility at any time and by any method to assess contract compliance.
14

15 Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the
16 most current **Functional Areas (as outlined in the Performance Requirement Summary), ICE**
17 **Detention Standards, and American Correctional Association (ACA) Performance-Based**
18 **Standards for Adult Local Detention Facilities (ALDF).**
19

20 If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall
21 maintain continual compliance with applicable ACA standards and supplements during the
22 performance of the contract, unless otherwise specified by the CO. Once full accreditation has been
23 obtained, the Contractor shall maintain this accreditation throughout the life of the contract,
24 inclusive of any option periods exercised.
25

26 Accomplishments of some ACA standards are augmented by DHS/ICE or DOJ policy and/or
27 procedure. In these instances, the PWS identifies and provides direction for the enhanced
28 requirements. In cases where other standards conflict with DHS/ICE or DOJ policy or standards,
29 DHS/ICE or DOJ policy and standards prevail. All policies referred to in this document can be
30 referenced in each agencies' on-line websites.
31

32 This PWS contains numerous references, which direct the Contractor to notify, contact or provide
33 the CO with information or data. Post-award, the CO may formally designate other Government
34 individuals to assume those responsibilities.
35

36 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements
37 of this PWS are achieved. The specific requirements for the QCP are further detailed within this
38 PWS.
39

40 All records related to contract performance should be retained in a retrievable format for three (3)
41 years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion
42 or termination of the resulting contract, transmit to the Government any records related to
43 performance of the contract.
44

45 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives
46 and Records Administration. Records and information management functions are required and
47 mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201
48 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of
49 Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records
50 are addressed in 18 USC 2071, 793, 794 and 7989.
51

52 The Contractor shall protect, defend, indemnify, save and hold harmless the United States
53 Government and its employees or agents, from and against any and all claims, demands, expenses,
54 causes of action, judgments and liability arising out of, or in connection with, any negligent acts or
55 omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom

1 the Contractor may be responsible. The Contractor shall also be liable for any and all costs,
2 expenses and attorneys fees incurred as a result of any such claim, demand, cause of action,
3 judgment or liability, including those costs, expenses and attorneys fees incurred by the United
4 States Government and its employees or agents. The Contractor's liability shall not be limited by
5 any provision or limits of insurance set forth in the resulting contract.
6 In awarding the contract, the Government does not assume any liability to third parties, nor will the
7 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to
8 death, bodily injury, or damage to property resulting in any way from the performance of the
9 contract or any subcontract under this contract.

10
11 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against
12 it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all
13 litigation pertaining to this contract and provided copies of any pleadings filed or said litigation
14 within five working days of the filing. The Contractor shall cooperate with Government legal staff
15 and/or the United States Attorney regarding any requests pertaining to federal or Contractor
16 litigation.

17
18 Policy and procedures shall be developed which ensure a positive relationship is maintained with all
19 levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is
20 established which mandates that all judicial inquiries and program recommendations are responded
21 to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically
22 related to a detainee, shall be made part of the detainee's file.

23
24 The Contractor shall notify the CO when a member of the United States Congress requests
25 information or makes a request to visit the facility. The Contractor shall coordinate all public
26 information related issues with the CO. All press statements and releases shall be cleared, in
27 advance, with the CO. The Contractor shall promptly make public announcements stating the facts
28 of unusual newsworthy incidents to local media. Examples of such events include, but are not
29 limited to: deaths, escapes from custody, and facility emergencies.

30
31 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the
32 employees' opinions do not necessarily reflect the position of the United States Government in any
33 public presentations they make or articles they write that relate to any aspect of contract
34 performance or the facility operations.

35 36 C.2.2. Quality Control

37
38 The Contractor is responsible for management and quality control actions necessary to meet the
39 quality standards set forth in the contract. In compliance with the Federal Acquisition Regulation
40 (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a quality control
41 plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the
42 CO). The CO will notify the Contractor of concurrence or required modifications to the plan before
43 the contract start date. The Contractor must make appropriate modifications and obtain concurrence
44 of the plan by the CO before the contract start date. A NTP will be issued upon CO concurrence of
45 the QCP.

46
47 The plan must include:

- 48
49 1) A description of the inspection system to cover all services listed on the Performance
50 Requirements Summary (PRS). The description must include specifics as to the areas to be
51 inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and
52 organizational placement of the inspectors.
53 2) A description of the methods to be used for identifying and preventing defects in the quality of
54 service performed.

- 1 3) A description of the records to be kept to document inspections and corrective or preventive
2 actions taken.
3 4) The records of inspections must be kept and made available to the CO, when requested, through
4 the contract performance period and for the period after contract completion until final settlement
5 of any claims under this contract.
6

7 **C.2.3 Quality Assurance (QA)**
8

9 The Government quality assurance is comprised of the various functions, including inspection,
10 performed by the Government to determine whether a Contractor has fulfilled its contract
11 obligations pertaining to quality. The Government's QA program is not a substitute for quality
12 control by the Contractor.
13

14 Each phase of the services rendered under this contract is subject to Government inspection both
15 during the Contractor's operations and after completion of the tasks. When the Contractor is
16 advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the CO
17 addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative
18 (COTR) may check the Contractor's performance and document any non-compliance, but only the
19 CO may take formal action against the Contractor for unsatisfactory performance. There may be
20 several COTRs designated for this contract. The COTRs will be designated subsequent to contract
21 award and a delegation of COTR duties and authority will be furnished to the Contractor. The
22 Government may reduce the Contractor's invoice or otherwise withhold payment for any individual
23 item of nonconforming service observed as specified in Contractor's Failure to Perform Required
24 Services. The Government may apply various inspection and extrapolation techniques to determine
25 the quality of service and the total payment due.
26

27 **C.2.4 Contractor's Failure to Perform Required Services**
28

29 The rights of the Government and remedies described in this section are in addition to all other
30 rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights
31 under the Inspection of Services and Termination clauses. Any reductions in the Contractor's
32 invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform
33 required services. The Contractor shall not be relieved of full performance of the services
34 hereunder and may be terminated for default based upon inadequate performance of services, even
35 if a reduction was previously taken for any inadequate performance.
36

37 **C.2.5 Inspection by Regulatory Agencies**
38

39 Work described in the contract, is subject to inspection by other Government agencies. The
40 Contractor shall participate in responding to all requests for information and inspection or review
41 findings by regulatory agencies.

42 **C.2.6 Performance Evaluation Meetings**

43 The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis as
44 determined necessary by the Government. These meetings will provide a management level review
45 and assessment of Contractor performance, a discussion and resolution of problems, and, if
46 applicable, a draft of the Contractor's proposed invoice. A mutual effort will be made to resolve all
47 problems identified. The Contractor's representative shall sign written minutes of these meetings
48 and the Government's representative. Within five calendar days of Receipt of the signed minutes,
49 the Contractor shall respond, in writing, to the CO, concerning any areas of disagreement.
50

1 **REQUIRED SERVICES**

2 **C.3 ADMINISTRATION AND MANAGEMENT**

3
4 **C.3.1.1 Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee**
5 **Detention**

6
7 All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the
8 ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of
9 all detainee files.

10
11 **C.3.1.2 Manage Receiving and Discharge of Detainees**

12
13 The Contractor shall comply with the ICE policy on Admission and Release when entering detainee
14 admission and release data.

15
16 ICE detainees shall be fingerprinted in accordance with the ICE policy on Admissions
17 Documentation. The intake process shall include, at a minimum, a medical and social screening
18 prior to detainee release into the general population. A psychological screening shall be conducted
19 and provided by USPHS within 24 hours of arrival at the facility.

20
21 The Contractor shall provide a detainee classification system that ensures detainees are classified
22 appropriately using objective criteria, and kept physically separate from detainees in other
23 categories. Detainees will be classified upon arrival, before being admitted to the general
24 population.

25
26 **C.3.1.3 Manage and Account for Detainee Assets (funds, property)**

27
28 The Contractor shall have a written standard procedure for inventory and receipt of detainee funds
29 and valuables that adheres to the requirements of ICE policy. Written procedures shall be
30 established for returning funds, valuables, and personal property to a detainee being transferred or
31 released that adheres to the requirements of ICE policy. The Contractor shall ensure that all
32 detainees who are scheduled for either transfer or release are given all funds (in cash) immediately
33 prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

34
35 **C.4 SECURITY/CONTROL/DETAINEE ACCOUNTABILITY**

36
37 **C.4.1 Reserved.**

38 **C.4.2.1 Securely Operate the Facility**

39
40 Policy and procedures for the maintenance and security of keys and locking mechanisms shall be
41 developed. The procedures shall include, but are not limited to: method of inspection to expose
42 compromised locks or locking mechanisms; method of replacement for all damaged keys and/or
43 locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method
44 of logging all work performed on locks and locking mechanisms; policy for restricting security keys
45 from 24 hour issue or removal from the institution; and method of issuing emergency keys.

46
47 Staff responsible for lock maintenance shall receive training and be certified from a Government
48 approved training program specializing in the operation of locks and locking mechanisms.

49
50 The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance
51 may be provided via a minimum of two motorized security patrols or a system of towers.
52

1 Policy and procedures shall require that security risk and those classified controlled tools and
2 equipment most likely to be used in an escape or as a weapon is issued to detainees only under
3 direct staff supervision.

4
5 A contraband control program shall be established in accordance with ICE policy and the ACA
6 standards on the control of contraband.

7
8 **C.4.2.2 Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

9
10 The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and
11 intervention program. This program shall include training that is given separately to both staff and
12 detainee alike.

13
14 **C.4.2.3 Enforce the Detainee Disciplinary Policy**

15
16 The Contractor shall comply with ICE or USMS Disciplinary policy. Facility authorities will take
17 disciplinary action against any detainee that is not in compliance with the rules and procedures of
18 the facility.

19
20 **C.4.2.4 Maintain Detainee Accountability**

21
22 A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall
23 be documented in separate logs maintained in the applicable locations where detainees are housed,
24 control center and shift supervisor's office and shall be maintained for a minimum of 30 days.
25 Count records must be available for review and secure from the detainee population.

26
27 **C.4.2.5 Collect and Disseminate Intelligence Information**

28
29 Policy and procedures for collecting, analyzing and disseminating intelligence information
30 regarding issues affecting safety, security and the orderly running of the facility shall be developed.
31 This information should include, but not be limited to: gang affiliations; domestic terrorist groups;
32 tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives,
33 and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information;
34 detainee telephone calls; visiting room activity; and actions of high profile detainees. The
35 Contractor shall share all intelligence information with the Government.

36
37 **C.4.2.6 Provide Security Inspection System**

38
39 The Contractor will develop and maintain a security inspection system with the aim of controlling
40 the introduction of contraband into the facility, ensure facility safety, security and good order,
41 prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The
42 Contractor's inspections program will meet the requirements of the ICE policy for Security
43 Inspections.

44
45 The Contractor shall report all criminal activity related to the performance of this contract to the
46 appropriate law enforcement investigative agency.

47
48 The Government may investigate any incident pertaining to performance of this contract. The
49 Contractor shall cooperate with the Government on all such investigations. The Contractor shall
50 immediately report all serious incidents or criminal activity to the respective ICE/USMS COTR.
51 Serious incidents include, but are not limited to the following: activation of disturbance control
52 team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes,
53 work place violence, civil disturbances/protests); staff uses of force; assaults on staff/detainees
54 resulting in injuries that require medical attention (does not include routine medical evaluation after
55 the incident); fires; full or partial lock-down of the facility; escape; weapons discharge; suicide

1 attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant
2 publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental
3 problems that impact the facility operations; transportation accidents resulting in injuries, death or
4 property damage; and sexual assaults.
5

6 **C.4.2.7 Maintain Institutional Emergency Readiness**
7

8 The Contractor shall submit an institutional emergency plan that will be operational prior to
9 issuance of the NTP. The plan shall receive the concurrence of the CO prior to implementation and
10 shall not be modified without the further written concurrence of the CO.
11

12 The Contractor shall have written agreements with appropriate state and local authorities that will
13 allow the Contractor to make requests for assistance in the event of any emergency incident that
14 would adversely affect the community.
15

16 Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency
17 plan consisting of employees who possess the same expertise and skills required of staff working
18 directly on this contract. At the discretion of ICE, these employees would be required to respond to
19 an institutional emergency at the contracted facility if deemed necessary.
20

21 The emergency plans shall include provisions for two or more disturbance control teams. Protective
22 clothing and equipment for each team member and 30 percent of all additional facility staff
23 members shall be provided by the Contractor, and maintained in a secure location outside the secure
24 perimeter of the facility.
25

26 Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be
27 at the discretion of the Government. The Contractor shall reimburse the Government for any and all
28 expenses incurred in providing such assistance.
29

30 The CO shall be notified immediately in the event of an escape. Attempts to apprehend the
31 escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy
32 regarding Emergency Plans.
33

34 The Contractor shall submit to the CO a proposed inventory of intervention equipment (e.g.,
35 weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during
36 performance of this contract. The CO, prior to issuance of the NTP, shall give concurrence
37 to/concurred with the intervention equipment. The approved intervention equipment inventory shall
38 not be modified without prior written concurrence of the CO.
39

40 The Contractor shall obtain the appropriate authority from state or local law enforcement agencies
41 to use force as necessary to maintain the security of the institution. The use of force by the
42 Contractor shall at all times be consistent with all applicable policies of the Attorney General's
43 Department of Justice, and ICE policy on Use of Force.
44

45 **C.4.2.8 Manage Computer Equipment and Services in Accordance with all Operational Security**
46 **Requirements**
47

48 The Contractor must comply with all federal security and privacy laws and regulations established
49 to protect federal systems and data. The Contractor will inform all personnel of the confidential
50 nature of ICE detainee information.
51

52 The Contractor will restrict access of data information pertaining to ICE detainees to authorized
53 employees with the appropriate clearance who require this information in the course of their official
duties.

1 In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not
2 disclose information obtained pertaining to ICE detainees to a third party without written
3 permission from the ICE COTR. The contractor shall not disclose information obtained pertaining
4 U/SMS detainees.

5 The Contractor is required to develop a procedural system to identify and record unauthorized
6 access, or attempts to access ICE detainee information. The Contractor will notify the ICE point of
7 contact within four (4) hours of a security incident.

8 9 **C.4.3 WORKFORCE INTEGRITY**

10 11 **C.4.3.1 Manage Facility Staff**

12 The Contractor shall develop written standards of conduct. These standards shall be maintained as
13 part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are
14 expected to adhere to standards of employee conduct and integrity while on and off duty. The
15 Contractor shall follow procedures on the reporting and investigating standards of conduct
16 violations.

17 18 19 **C.4.3.2 Manage and Administer Staff Resources**

20 Written policy, procedure and practice shall provide that all staff, to include volunteers, receive
21 standard of conduct training prior to EOD and on an annual basis as part of the institution's in-
22 service training plan.

23 Pre-service and in-service training shall be augmented with specialized training for appropriate staff
24 (e.g., case managers, counselors, psychology services staff, chaplainry staff, correctional officers,
25 investigator officials, health/mental health care providers, etc.).

26 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance
27 control instructors shall be used to conduct emergency training at the facility. Certification must be
28 from a Government-approved federal, state, or county training academy or program. The use and
29 carrying of weapons for training shall meet all federal, state, and local laws and regulations.

30 31 32 33 34 35 **C.4.3.3 Manage Personnel Requirements**

36 It is essential all Contractor personnel (employed, unpaid or subcontracted) meet the highest
37 standards of professionalism and personal integrity.

38 The Contractor shall develop written standards of conduct, to include those standards outlined in
39 **Attachment 2**. These standards shall be maintained as a part of the Contractor's Personnel Policy
40 Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of
41 employee conduct and integrity while on and off duty. The Contractor shall follow procedures in
42 **Attachment 2** in the reporting and investigating standards of conduct violation(s).

43 Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following
44 steps are completed for each applicant as noted below:

- 45 1. A pre-employment interview.
 - 46 2. Law enforcement agency checks covering the past five years.
 - 47 3. Employment vouchering for the last five years.
 - 48 4. Employment Eligibility Verification (BICE Form I-9)
 - 49 5. Credit check. (Described in the Fair Credit Reporting Act).
- 50
51
52
53

- 1 6 FBI Name and Fingerprint forms completed.
- 2 7. National Crime Information Centre (NCIC) check.
- 3 8. National Law Enforcement Telecommunication System (NLETS) check.
- 4 9. Conditional Offer of Employment.
- 5 10. Urinalysis.
- 6 11. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants
7 receiving conditional offer. (Free Electronic Version of SF-85P and 85P-S available at
8 <http://fillform.gsa.gov>)
- 9 12. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved
10 equivalent.
- 11 13. Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation.
- 12

13 Contractor responsibilities subsequent to EOD:

- 14
- 15 14. Notification to CO of actual EOD within 24 hours.
- 16 15. Receipt and review of LBI report.
- 17 16. Notification to CO of decision regarding employment.
- 18

19 The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of
20 Acceptability (Guidelines) for job applicants as noted in Step 1 above (available to the Contractor
21 after award). There may be occasions where a job applicant's past behavior is defined as
22 unacceptable by the Guidelines, but the Contractor still desires to select the applicant. In this case,
23 the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the
24 CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior
25 which is outside the Guidelines; 2) the reason(s) why the applicant should receive further
26 consideration; and, 3) the availability of other suitable applicants.

27
28 The Contractor shall fingerprint all applicants using ICE supplied forms. Completed fingerprint
29 forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO
30 for each applicant offered conditional employment. The ICE will initiate the National Agency
31 Check, which includes the FBI name and fingerprint check. The ICE will ordinarily advise the
32 Facility Director or designee of the results of name and fingerprint checks within 90 working days
33 of submission to the FBI. The Contractor shall complete Steps 1 - 6 on each prospective employee
34 prior to submitting information required by Steps 7 and 8 to the CO for completion.

35
36 The Facility Director or designee of the facility shall be the Contractor's liaison for the processing of
37 data required for the DOJ to conduct NCIC/NLETS, name and fingerprint checks. The information
38 listed below shall be provided for each on-site applicant, to include sub-contractor personnel and
39 volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth;
40 gender; place of birth; social security number and race. Included with this information, the Facility
41 Director or designee shall certify Steps 1 - 6 above have been accomplished with satisfactory results
42 for each applicant.

43
44 The DOJ may require additional information to process NCIC/NLETS and name checks.
45 Therefore, the Contractor's employment application document shall contain information regarding:
46 applicant height, weight; eye and hair color, markings, scars, tattoos, citizenship, driver's license
47 number and State of issue, and current address.

48
49 The Contractor shall keep ICE apprised of the volume of applicants. ICE will ordinarily advise the
50 Facility Director or designee of the results of applicant NCIC/NLETS checks within seven working
51 days following receipt of accurate NCIC/NLETS data from the Contractor.

52
53 Based upon the Facility Director's certification and the results of the NCIC/NLETS, ICE will grant
54 conditional approval for the applicant to work under the terms of this contract. Upon receipt of this
55 approval, the Contractor may grant the applicant a conditional offer of employment. The Contractor

1 shall provide the CO with advance written notification of all employees' scheduled EOD and shall
2 notify the CO in the event of any subsequent changes.
3

4 All applicants who are offered conditional employment by the Contractor shall be subject to
5 urinalysis testing. If the test is positive, the applicant is prohibited from working with Federal
6 detainees. All applicants who have been offered conditional employment by the Contractor must
7 complete the SF 85P Questionnaire for Public Trust Positions or approved equivalent. Additionally,
8 those employees who will be authorized to carry weapons in the course of their employment under
9 this contract must complete the SF 85P-S Supplemental Questionnaire for Selected Positions or
10 approved equivalent. The information contained on the Contractor-developed form will become
11 part of the background investigation for these selected positions.
12

13 The Contractor shall ensure a LBI check, as prescribed in the Scope and Coverage of a Limited
14 Background Investigation **Attachment 3** is requested and all appropriate information received, by
15 the Contractor-designated entity responsible for completing the LBI, prior to an employee's EOD.
16

17 Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and
18 resolve derogatory information contained on the LBI results using the Adjudication Standards for
19 Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in
20 **Attachment 3**, of the contract. The Contractor shall make a determination regarding the
21 employee's suitability for employment under this contract. Investigations with little or no
22 derogatory information will be reviewed and forwarded to the CO within 90 days of the
23 investigation completion date. Investigations requiring resolution of derogatory information will be
24 forwarded within 180 days of the investigation completion date. Extended adjudication time frames
25 may be requested from the CO on a case-by-case basis.

26 The Contractor's determination regarding the retention of an employee shall be in writing and
27 forwarded by the Facility Director to the CO with copies of the information obtained in Steps 1 - 5,
28 12 and 15. There may be occasions where derogatory information contained in the employee's LBI
29 is defined as unacceptable by the Adjudication Standards, but the Contractor still desires to retain
30 the employee. In these cases, the Contractor shall submit a written request for waiver of the
31 Acceptability Standards to the CO, which includes the details and circumstances surrounding the
32 employee's behavior, and the reason(s) why the employee should be retained.
33

34 ICE will be the final approval authority for all Contractor staff that work with Federal detainees
35 under the terms of this contract. No individual who is under supervision or jurisdiction of any
36 parole, probation or correctional authority shall be employed. Persons with previous misdemeanor
37 criminal convictions or a felony conviction, who are not under supervision, may be considered for
38 employment; however, ICE shall approve all such cases. ICE shall give consideration to such
39 factors as criminal history; time elapsed since conviction(s) and subsequent adjustment in the
40 community.
41

42 The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope
43 and Coverage of a Periodic Reinvestigation in Attachment 3, of the contract. Employees will be
44 required to complete required investigative forms and fingerprint cards for submission to ICE. ICE
45 will initiate the National Agency Check, which includes the name and fingerprint checks. Upon
46 receipt, review, and resolution of any derogatory information contained in the reinvestigation report,
47 the Facility Director shall forward to the CO a written determination regarding the employee's
48 continued employment under this contract. A copy of the reinvestigation report shall be attached to
49 the Facility Director's written request.
50

51 In the absence of a collective bargaining agreement, the Contractor shall enter into a written
52 employment agreement with each employee assigned to work at the facility. This agreement shall
53 provide that, in recognition of the public safety requirements for uninterrupted services at the
54 facility and in return for adequate consideration, including an employee grievance procedure, the
55 employee agrees not to strike or otherwise interrupt normal operations at the facility without giving

1 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work
2 actions or strikes is included as a part of its Personnel Policy Manual.
3

4 In the event the Contractor negotiates collective bargaining agreements applicable to the work force
5 under the contract, the Contractor shall use its best efforts to ensure such agreements contain
6 provisions designed to assure continuity of services. All such agreements entered into during the
7 contract period of performance should provide that grievances and disputes involving the
8 interpretation or application of the agreement will be settled without resorting to strike, lockout, or
9 other interruption of normal operations.
10

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

18 All personnel files shall be available to the CO upon request. Personnel files, including background
19 checks, shall be maintained for the duration of the contract. The Contractor shall maintain
20 verification of training and experience, which shall include credentials for all professional staff. All
21 credentials shall be kept current and maintained for the duration of the individual's performance
22 under the contract. Personnel requirements of the Contractor shall convey to all on-site sub-
23 contractor personnel and volunteers.
24

25 The following are essential personnel with respective minimum qualification requirements the
26 Contractor should consider as critical for performance of the contract. The Contractor may use
27 other titles. Contractors who propose not to provide these positions must explain how required
28 services will be provided. Within fifteen days of contract award, the Contractor shall submit a
29 written request to the CO for conditional employment approval of the Project Coordinator, Facility
30 Director(s) and Assistant Facility Directors(s). The fifteen-day period may be extended Facility
31 Director(s) and Assistant Facility Directors positions, if requested in writing by the Contractor and
32 approved by the CO.
33

34 Project Coordinator - Knowledge and experience within the last five years in planning and
35 executing similar contract requirements as contained within this PWS.

36 Facility Director(s) - Knowledge of program objectives, policies, procedures and requirements for
37 managing a secure detention facility, at the level of upper-management.
38

39 Assistant Facility Directors - Knowledge of program objectives, policies, procedures and
40 requirements for managing a detention facility, at the level of mid-management.
41

42 The essential personnel listed below are commonly referred to as department heads with the
43 following qualification requirements considered critical for the performance of this contract:
44 knowledge of program objectives, policies, procedures and requirements specific to their
45 department. A minimum of five years experience specific to their department is required.
46

47 Chief, Security Services
48 Computer Services Manager
49 Shift Supervisors
50 Food Service Administrator
51 Records Office Manager
52 Quality Control Specialist
53 Safety/Environmental Specialist
54

1 The number, type and distribution of staff as described in the contract-staffing plan shall be
2 maintained throughout the term of the contract. Written requests to change the number, type and/or
3 distribution of staff described in the staffing plan must be submitted to the CO, through the COTR,
4 for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95%
5 of ICE approved staffing plan. However, notwithstanding the requirement of maintaining monthly
6 minimum staffing levels of 95%,
7

8 Each month, the contractor shall submit to the COTR the current average monthly vacancy rate,
9 and indicate any individual positions that have been vacant more than 120 days. Failure to fill any
10 individual position within 120 days of the vacancy may result in a deduction from the monthly
11 invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days
12 for ICE's conditional approval process, starting on the day of receipt and concluding on the day
13 conditional approval is granted.
14

15 C.4.4 HEALTH SERVICES

16
17 C.4.4.1 Public Health Service staff designated by ICE or the USMS will provide all health
18 services.
19

20 Terminology Explanation

21
22 **Health Authority** - A USPHS designated official responsible for health care services at the facility.
23 **Health Care** - The sum of all action taken, preventive and therapeutic, to provide for the physical
24 and mental medical well being of the detainee population.
25

26 **NCCHC**- National Commission on Correctional Health Care
27

28 **USPHS**- United States Public Health Services, Division of Immigration Health Services,
29 Immigration and Customs Enforcement.
30

31 **American Corrections Association (ACA) Accreditation:** USPHS shall responsible for
32 compliance with all ACA direct health care delivery standards and shall cooperate with the
33 contractor in the accreditation process.
34

35 **Preliminary Medical Assistance and Health Care Training:** The contractor shall coordinate with
36 USPHS to ensure that all employees have current certification in emergency first aid care and that
37 all employees receive pre-service and annual training in the following areas:
38

- 39 a. The ability to respond to health related situations within four minutes;
- 40 b. Recognition of signs and symptoms, and knowledge of action required in potential
41 emergency situations
- 42 c. Administration of first aid and cardiopulmonary resuscitation (CPR);
- 43 d. Methods of obtaining assistance;
- 44 e. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance
45 and chemical dependency and;
- 46 f. Procedures for patient transfers to appropriate medical facilities or health care providers;
- 47 g. Administration of medication by non-medical personnel and;
- 48 h. Use of universal precautions.
49

50 A. The USPHS will be responsible for providing all health care services. The contractor shall
51 provide all necessary support to facilitate the delivery of health care services by USPHS. The

1 contractor shall maintain open communication with USPHS to include regularly scheduled (no less
2 than quarterly) meetings between the facility Chief Executive Officer and the Health Authority.
3 participation by the Health Authority, or designees, in all general department head/supervisory
4 meeting, and coordination and cooperation between USPHS and other departments within the
5 facility. USPHS shall perform in accordance with the standards of, and maintain accreditation by,
6 NCCHC. The contractor shall be responsible for compliance with all NCCHC conditions of
7 confinement standards and shall cooperate with USPHS in the accreditation process.
8

9 B. The contractor shall provide space to operate the health unit including respiratory
10 isolation, mental health unit, and inpatient infirmary area. The contractor shall be responsible for
11 maintenance and sanitation of the health unit physical plant and the provision of support services
12 including, but not limited to, utilities, communication capabilities (computer and telephone
13 lines/services), climate control, and lighting. The contractor shall facilitate the installation of
14 teleradiology equipment including the necessary data and telephone lines, by a vendor identified by
15 USPHS. The cost for teleradiology installation will be the responsibility of USPHS. Current
16 configuration of the facility is satisfactory to meet this requirement.
17

18 C. The contractor shall provide direct security supervision of detainees in the health unit no
19 less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to
20 maintain security and control of the health unit. The contractor shall provide additional security
21 assistance and emergency response as requested by USPHS. The contractor shall coordinate and
22 escort detainees to the health unit for sick call, appointments, in accordance with sound health care
23 practice and in a manner which optimizes the safe, secure and efficient delivery of health care
24 services and the operation of the health unit. The health unit shall be considered a secure area. The
25 contractor shall limit access to the health unit to USPHS authorized staff, contractor staff on official
26 business, and assigned detainees.
27

28 D. The contractor shall develop and implement a comprehensive plan and procedures to
29 safeguard employees against exposure to blood borne pathogens as prescribed by OSHA.
30 Contractor employees working in the area with detainees with communicable diseases must comply
31 at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary
32 equipment and employee testing to comply with these requirements.
33

34 E. In coordination with USPHS, the contractor shall develop and implement written policy
35 and procedures that define emergency health care evacuation of detainee(s) from within the facility.
36

37 F. As directed by the COTR, the contractor shall provide transportation, supervision, and
38 security services for detainees assigned to outside health care treatment and 24-hour per day
39 security coverage for detainees assigned to off-premise hospitalization.
40

41 G. Circumstances requiring the use of force and suicide observation within the scope of
42 health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS
43 in examination of detainees who have been subjected to a use of force. The contractor shall work
44 with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will

1 evaluate instances of detainee misconduct to determine if individual detainees behavioral problems
2 are due to mental illness or other reasons. The USPHS shall be the sole approval authority for
3 housing assignments to the health unit.
4

5 H. USPHS will provide, control, and administer prescribed and over-the-counter medication
6 to the facility population.
7

8 I. The contractor shall support and facilitate the USPHS in completion of health screening
9 within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of
10 detainee arrival whenever possible. At no time shall the contractor allow detainees who have not
11 received health screenings to be placed in the general population.
12

13 J. During intake processing the USPHS shall provide detainees with written instructions for
14 gaining access to health care services. The USPHS shall ensure written (oral if detainees is
15 identified as being unable to read) instructions are provided to all detainees in the detainee's native
16 language. The detainee shall similarly be provided with instructions and assistance in personal
17 hygiene, dental hygiene, grooming and health care.
18

19 K. The Contractor shall immediately notify the CO/IR and USPHS if a detainee is suspected
20 of having communicable or debilitation health problems, which may require medical attention.
21

22 L. The contractor shall provide detainees with the opportunity to submit written health care
23 request requests and/or complaints to USPHS in a confidential manner and ensure such health care
24 communication is delivered to the health unit for appropriate follow-up.
25

26 M. The contractor shall ensure that detainees are provided access to sick call on a daily basis
27 or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick
28 call in the main health unit, the contractor will provide for sick call services where the detainee is
29 located.
30

31 N. The contractor shall be responsible for the placement of first aid kits in facility locations
32 identified by USPHS. USPHS shall be responsible for supply maintenance of all required fist aid
33 kits.
34

35 O. The contractor shall develop a comprehensive evacuation plan for the facility, which will
36 include arrangements for the evacuation of disabled detainees and separate transportation of
37 detainees who are in respiratory isolation.
38

39 P. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee
40 transfers and will inform USPHS of removal of detainees from the facility. The contractor will
41 facilitate USPHS in assuring that medications are provided to detainees at the time of removal from
42 the facility.
43
44
45

1 **C.4.4.2 Manage a detainee death in accordance with ICE policy established regarding terminal**
2 **illness, advance Directives, and Death.**

3
4 In the event of a detainee death, the Contractor shall immediately notify the CO and submit a
5 written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members
6 performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive
7 identification has been made and file the card in the detainee's file. Personal property of the
8 deceased shall be inventoried and forwarded to the designated family member, the nearest of kin or
9 the Consular Officer of the detainee's country of legal residence.

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

14 The Contractor shall establish coroner notification procedures outlining such issues as performance
15 of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local
16 transportation of the body.

17 The Contractor shall ensure the body is turned over to the designated family member, the nearest of
18 kin or the Consular Officer of the detainee's country of legal residence.

19
20
21
22 **C.4.5 FOOD SERVICE**

23
24 **C.4.5.1 Manage food service program in a safe and sanitary environment**

25 The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a
26 sanitary manner while identifying, developing and managing resources to meet the operational
27 needs of the food service program.

28 The Contractor shall identify, develop, and manage food service program policy, procedures, and
29 practices in accordance with the ICE policy on Food Service.

30
31
32
33 **C.4.6 DETAINEE SERVICES AND PROGRAMS**

34
35 **C.4.6.1 Manage Detainee Mail and Correspondence Service**

36 The Contractor shall ensure that detainees send and receive correspondence in a timely manner,
37 subject to the limitations required for the safety, security, and orderly operation of the facility. The
38 mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

39
40
41 **C.4.6.2 Manage Multi-Denominational Religious Services Program**

42 The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and
43 equitable opportunity to practice their respective faiths. The religious services program will comply
44 with all elements of the ICE standard on Religious Practices.

45
46
47 **C.4.6.3 Provide for a Detainee Recreation Program**

48 The Contractor shall develop adequate and meaningful recreation programs for detainees at the
49 facility. The Contractor shall ensure that sufficient correctional staff members are assigned to
50 supervise all recreation activities.

51
52
53

1 **C.4.6.4 Manage and Maintain a Commissary**
2

3 A commissary shall be operated by the Contractor as a privilege to detainees who will have the
4 opportunity to purchase from the commissary at least once per week. These items will not include
5 those items prohibited by ICE policy. The commissary inventory shall be provided to the CO upon
6 request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.
7

8 Revenues are to be maintained in a separate account and not commingled with any other funds. If
9 funds are placed in an interest bearing account, the interest earned must be credited to the detainee.
10 Any expenditure of funds from the account shall only be made with the approval of the Contracting
11 Officer. Any revenues earned in excess of those needed for commissary operations shall be used
12 solely to benefit detainees at the facility. Profits may also be used to offset commissary staff
13 salaries. The Contractor shall provide independent auditor certification of the funds to the COTR
14 every 90 days.
15

16 At the end of the contract period, or as directed by the Contracting Officer, a check for any balance
17 remaining in this account shall be made payable to the *Treasury General Trust Fund* and
18 given/transmitted to the Contracting Officer.
19

20 Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank
21 accounts). Outside funds or those generated from work may be used to pay for products and
22 services from the commissary.
23

24 **C.4.6.5 Manage and Maintain a Detainee Telephone System**
25

26 Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on
27 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of
28 privacy and a minimal amount of environmental noise during phone calls.
29

30 If authorized to do so under applicable law, the Contractor shall monitor and record detainee
31 conversations. If detainee telephone conversations can be monitored under applicable law, the
32 Contractor shall provide notice to detainees of the potential for monitoring. However, the
33 Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored
34 telephone calls to their attorneys.
35

36 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable
37 federal, state and local telephone regulations.
38

39 **C.4.6.6 Manage a Detainee Work Program**
40

41 Detainee labor shall be used in accordance with the detainee work plan developed by the
42 Contractor. The detainee work plan must be voluntary, and may include work or program
43 assignments for industrial, maintenance, custodial, service or other jobs. The detainee work
44 program shall not conflict with any other requirements of the contract and must comply with all
45 applicable laws and regulations. (**Attachment 6** - ICE Voluntary Work Program Form)

46 Detainees shall not be used to perform the responsibilities or duties of an *Employee* of the
47 Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee
48 workers as appropriate. Detainees shall not be assigned work that is considered hazardous or
49 dangerous. This includes, but is not limited to, areas or assignments requiring great heights,
50 extreme temperatures, use of toxic substances and unusual physical demands.
51

1 **C.4.6.7 Provide for the Special Needs of the Female Detainee Population**
2

3 The Government will be responsible for addressing female health care issues and for providing
4 programs and services relative to the female gender.
5

6 **C.4.6.8 Law Library**
7

8 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a
9 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance
10 with the ICE Legal Materials Access Standard.
11

12 **C.4.7 Physical Plant**
13

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

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

25 The institution shall provide housing configurations commensurate with the security needs of the
26 population.
27

28 The Contractor shall provide and maintain an electronic security alarm system, which will identify
29 any unauthorized access to the institution's secure perimeter.
30

31 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619,
32 which stipulates compliance with nationally recognized codes and comply with the latest edition in
33 effect on the date of proposal submission of one of the following codes:
34

- 35 (1) The Uniform Building Code (UBC), with the State of facility location's Amendments
36 (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
37 (3) The Standard Building Code (SBC)
38

39 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA
40 NBC or SBC, then the facility shall comply with the BOCA NBC.
41

42 Whether new construction or existing physical plant, fire protection and life safety issues shall be
43 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for
44 Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC).
45 Should conflicts occur between NBC and NFC, NFC shall apply.
46

47 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the
48 Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The
49 seismic safety requirements as set forth in either the 1991 International Conference of Building
50 Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building
51 Code Congress) or SBC are the minimum standards. Should the code applicable for the state in
52 which the facility is located be more stringent than the other codes set forth herein, the state code
53 shall prevail.
54

1 The facility, whether new construction or existing physical plant, shall comply with the
2 requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of
3 1973 as amended. The standards for facility accessibility by physically handicapped persons as set
4 forth in "Uniform Federal Accessibility Standards/Fed Std. _ 795 4/01/88 Edition" (UFAS) shall
5 apply. All areas of the buildings and site shall meet these requirements.
6

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

17 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for
18 any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance,
19 any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance
20 of the contract or any substance, material, equipment, or facility utilized. For the purposes of any
21 environmental statute or regulation, the Contractor shall be considered the "owner and operator" for
22 any facility utilized in the performance of the contract, and shall indemnify and hold the
23 Government harmless for the failure to adhere to any applicable law or regulation established to
24 protect the human or physical environment. The Contractor shall be responsible in the same manner
25 as above regardless of whether activities leading to or causing a spill, release, emission or discharge
26 are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.
27

28 If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately
29 reports the incident to the CO. The liability for the spill or release of such substances rests solely
30 with the Contractor and its agent.
31

32 A safety program shall be maintained in compliance with all applicable Federal, state and local
33 laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the
34 Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR
35 1910 and 1926.
36

37 Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation,
38 suppression and related equipment shall be operated, inspected, maintained and tested in accordance
39 with the most current edition of the applicable NEC and Life Safety Codes.
40

41 The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure
42 perimeter with at least 1.5 candlepower per square foot in all areas.
43

44 For new construction or existing physical plant, final and completed, the Contractor prior to
45 issuance of the NTP shall submit design/construction documents to the CO. For all new
46 construction, the construction schedule shall be updated to reflect current progress and submitted to
47 the CO on a monthly basis. Government staff will make periodic visits during construction to
48 verify Contractor progress and compliance with contract requirements. As-built drawings and
49 current drawings of the buildings and site utilities shall be maintained in a secure location during
50 construction and contract performance. These updates shall be provided to the CO within 30 days
51 of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines;
52 tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc.
53 Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a
54 CD-ROM no later than 90 days after issuance of the NTP.
55

1 Promptly after the occurrence of any physical damage to the institution (including disturbances), the
2 Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to
3 repair such damage, to rebuild or restore the institution.
4

5 A number of Government staff will be on-site to monitor contract performance and manage other
6 Government interests associated with operation of the facility. Government staff will have full
7 access to all areas of the facility. A number of ICE, EOIC, and DOJ staff will be operating on site
8 to conduct IHP operations. Contractor access to Government required space must be pre-approved
9 by the COTR. In cases of emergency the contractor shall notify the COTR promptly.
10

11 The Contractor shall provide operational space for ICE, DOJ, and EOIR operations. The DOJ will
12 require approximately 4,956 square feet; EOIR approximately 9,156 square feet; and ICE
13 approximately 3,000 square feet. **Attachment 7** outlines specific requirements. All office and
14 multiple use space shall be complete with appropriate electrical, communication, and phone
15 connections.
16

17 Government space shall be climate controlled and located consistent with the administrative office
18 space for the Contractor's staff. Government-occupied space shall be separate from, but accessible
19 to, detainee housing units and the centralized visiting area. Government-occupied space shall also
20 be secure and inaccessible to staff, except when specific permission is granted by on-site ICE or
21 USMS staff. The Contractor shall be responsible for all maintenance, security and costs associated
22 with space designated for Government staff.
23

24 The Contractor shall provide no less than 25 parking spaces for Government use.
25

26 Remote Custody and Secure Transportation Services. Provide transportation services as prescribed
27 in Section J, **Attachment 11**.
28

29 **Performance Requirements Summary**

30
31
32 **General:** In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601
33 Performance-based contracting methods are to ensure that required performance quality levels are achieved
34 and that total payment is related to the degree that services performed meet contract standards. Further, the
35 contract specifies procedures for adjustment to the price of a fixed-price contract when services are not
36 performed or do not meet contract requirements. In addition, Performance-based contracts shall use
37 measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).
38

39 IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring
40 services. These plans shall recognize the responsibility of the contractor to carry out its quality control
41 obligations and shall contain measurable inspection and acceptance criteria corresponding to the
42 performance standards contained in the Performance Work Statement. The QASP focuses on the level of
43 performance required by the Performance Work Statement, rather than the methodology used by the
44 contractor to achieve that level of performance.
45

46 **Authority for Inspection and Acceptance.** IAW with the clause located at 52.246-4, Inspection of
47 Services - Fixed Price, the Government has the right to inspect and test all services called for by the
48 contract, to the extent practicable at all times and places during the term of the contract.
49

50 The QASP is not part of the contract nor is it intended to relieve the contractor's quality control
51 responsibilities. To ensure that services performed conform to contract requirements, the Government may
52 use one or more inspection review systems.
53

1 The contract requirements are divided into various disciplines, each of which has a number of functional
2 areas. Successful performance of a functional area is essential for successful performance of the related
3 discipline. Each discipline comprises a specific percentage of the overall contract requirement.
4 Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.
5

6 The Government reserves the right to develop and implement new inspection techniques and instructions at
7 any time during contract performance without notice to the contractor.
8

9 **Methods of Surveillance**

10 The following methods of surveillance shall be used in the administration of the QCP:
11
12

13 **Systematic**

14 Systematic reviews will be scheduled reviews focusing on the functional areas. The review team may
15 consist of contracted subject matter expert review teams (SME's) of United States Marshal Service
16 (USMS), Immigration and Customs Enforcement (ICE) and Public Health Services (PHS) personnel.
17
18

19 **Ad-Hoc**

20 Reviews will be conducted as a result of special interest arising from routine monitoring of the contractor's
21 quality control system and unusual occurrences pertaining to the contract or other Government concerns.
22 The Reviewer's Guide will be used to conduct these reviews.
23
24

25 **Facilities**

26 The facility will be reviewed at least once every twelve months in accordance with the terms of the
27 contract. Reviews may be done on a more frequent basis if specified in the contract, or if facility
28 performance is found to be substandard.
29 The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be
30 determined based on performance to be Acceptable: Level of performance in the aggregate meets the
31 performance standard; deficiencies are minor and no outstanding elements of performance are present
32 within the review guideline; unacceptable: Level of performance in the aggregate fails to meet the
33 performance guideline; deficiencies are pervasive. The aforementioned ratings will be applied in relation
34 to the applicable payment schedule and delivery of services.
35
36

37 **Review Process**

38 A facility review will consist of five phases: pre-review preparation, on-site review, report production,
39 review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-
40 Risk" performance ratings, the facility will undergo a follow-up review phase. A review for the facility
41 will not be considered final until the follow-up review phase has been completed. If all of the facility's
42 reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the
43 facility has completed any specified corrective actions and action plans. More details on activities that will
44 occur during each of the review phases are provided in the following sections.
45
46

47 **Discovery of Deficiencies** – The review team will investigate and report on any significant and relevant
48 problems or areas needing improvement. Review team members will also examine the status and results of
49 corrective actions implemented by the facility after recent reviews to determine whether the deficiencies
50 have been remedied. Although the review team will consider concerns identified by detainees during
51 interviews, the government will maintain a separate formal process for evaluating and acting upon formally
52 lodged detainee complaints.
53

1 A deficiency is defined as "a facility or facility administration problem or weakness noted by the review
2 team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing
3 improvement, but the term "deficiency" also can be used to describe:

- 4
5 - Deviations from policy or regulation
6 - Weaknesses in internal controls
7 - Lack of quality controls
8 - Failure to observe accepted standards of practice for a particular profession
9 - Lack of operating efficiency
10 - Failure to meet program objectives
11 - Nonconformance with a key standard within the functional areas
12

13 For each deficiency in a program area discovered during the on-site review, the review team coordinator
14 will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or
15 pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the
16 seriousness, or materiality, of each deficiency, the review team coordinator will consider the risk presented
17 by the deficiency to the facility's ability to effectively conform to the functional areas. The pervasiveness
18 of the condition, the magnitude of deviation from expectations, and the effect on the facility's internal
19 controls will also be weighed.
20

21 If the review team coordinator concludes that the deficiency is material enough to warrant a significant
22 finding, the review team will collect and organize evidence of the deficiency in a manner that supports the
23 significant finding and will investigate its causes and effects for inclusion in the facility review report.
24 Several detected deficiencies could contribute to one significant finding and one deficiency might provide
25 evidence for multiple significant findings. Each significant finding presented in the report will describe the
26 deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and
27 potential effects, suggest its probable cause, and identify required (binding) and recommended (non-
28 binding) corrective action(s) to rectify the deficiency.
29

30 Deficiencies deemed by the review team coordinator to be insufficiently material to justify presentation, as
31 one or more significant findings will be disclosed in a separate section of the facility review report. This
32 separate section will include non-binding recommendations for corrective action that the contractor will be
33 encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by
34 itself, cause the facility to receive a lower performance rating during its next facility review. However, if
35 the facility exhibits worsening performance party as a result of not implementing the recommended
36 corrective action, it could earn a lower performance rating during the next review.
37

38 **Life-Threatening Conditions and Public Safety Concerns** – Review team members will alert the review
39 team coordinator to any facility conditions that might pose a threat to detainees' lives or compromise
40 facility security to a degree that the lives of facility staff or the public are endangered. The Review Team
41 Coordinator, in turn, will investigate the condition further with review team members. If the review team
42 coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as
43 possible, and will encourage the contractor to correct the condition before the on-site inspection is
44 completed.
45

46 **Fraud, Abuse, and Illegal Acts** – The review team will inform the review team coordinator if it discovers
47 any evidence of fraud, abuse, or illegal acts. The review team coordinator will inform the contractor of
48 these discoveries and will include descriptions of the offending activities in a special and prominent section
49 of the facility review report.
50

51 **Hindered Reviews** – Facility programs that cannot be adequately reviewed due to a lack of cooperation
52 from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with
53 the review itself will receive an "At-Risk" performance rating for each program that was inadequately
54 evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible

1 despite the hindrances. The review team will complete a review report that includes descriptions of the
2 manner in which the review team was prohibited from completing proper program evaluation.

3
4 **Cancellation of Reviews due to Unforeseen Circumstances** – Scheduled and confirmed facility reviews
5 that cannot be conducted due to circumstances beyond the control of the facility staff or the review team
6 (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be
7 rescheduled for the earliest possible date. The review team coordinator will inform the contractor of the
8 dates for the rescheduled review within 10 days of the original review's postponement. A contractor can
9 request a facility review postponement by formally submitting this request to the Review Team
10 Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review
11 postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file
12 of the corresponding facility; this file will include a signed formal letter explaining why the postponement
13 was needed.

14 **Performance Ratings**

15
16 The review team will assess and indicate the levels at which each facility performs its prescribed functions.
17 During a facility review, performance ratings will be assigned to the facility for each of the nine programs
18 identified by the functional areas. The review team will use the individual program performance ratings to
19 assign an overall performance rating to the facility and the overall rating will, in turn, influence the
20 frequency with which the facility is reviewed in the future.

21 **Ratings**

22
23 The following is a list of ratings that will be used to represent facility program performance:

24
25 **Excellent:** The program conforms to the functional areas in an exceptional manner and conformance is
26 maintained with exceptional internal controls. Policies and procedures for achieving the program standards
27 are documented and adequate for the mission of the facility; the policies and procedures are communicated
28 to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of
29 performance in the aggregate exceeds the minimum performance standard by substantial margin;
30 deficiencies are nonexistent or extremely minor.

31
32 **Good:** The program conforms to the functional areas in an acceptable manner. Internal controls limit
33 procedural deficiencies. The facility more than accomplishes the requirements of program standards.
34 Level of performance in the aggregate meets the performance standard; deficiencies are minor and offset by
35 outstanding elements of performance within the review guideline.

36
37 **Acceptable:** The program is meeting the requirements of the functional areas. There are no breakdowns
38 that would keep the program from continuing to accomplish the mission of the facility. Level of
39 performance in the aggregate meets the performance standard; deficiencies are minor and there are no
40 outstanding elements of performance present within the review guideline.

41
42 **Deficient:** The program is unable to meet the requirements of one or more of the functional areas. Internal
43 controls are weak, resulting in serious deficiencies in one or more areas. Level of performance in the
44 aggregate fails to meet the performance standard; deficiencies are pervasive.

45
46 **At-Risk:** Operation of the program is impaired to the point that the facility is unable to accomplish its
47 mission. The program is unable to meet the requirements of the functional area and is unlikely to meet
48 those requirements in the foreseeable future without substantial corrective action. Level of performance in
49 the aggregate fails to meet the performance standard; deficiencies require immediate corrective actions.

1 **Overall Performance Rating**
2

3 After the individual program performance ratings for a facility have been determined, the Review team
4 coordinator will assign an overall performance rating to the facility and include the rating in the facility
5 review team report. The overall facility performance ratings are identical to the program performance
6 ratings—“Excellent”, “Good”, “Acceptable”, “Deficient”, and “At Risk”—but are applied at the discretion
7 of the Review Team Coordinator, who will examine the individual program performance ratings and
8 exercise his/her professional judgment of the facility’s overall performance. Similarly, review team
9 members will exercise their professional judgment when reviewing the facility review report and may elect
10 to change the overall performance rating. However, the overall program performance rating assigned to the
11 facility will be no more than one level higher than the lowest performance rating received by any of the
12 nine facility programs. For example, if one of a facility’s programs receives a “Deficient” rating, the
13 overall performance rating for the facility cannot be higher than “Acceptable,” even if the facility’s other
14 eight programs all receive “Excellent” ratings.
15

16 **Review of Conclusions**
17

18 **Review of Initial Review Report** – The review board will examine the initial facility review report and the
19 recommendations produced by the review team, and will furnish the review team coordinator with any
20 changes within 10 calendar days after receiving the report. Review team members will be consulted to
21 clarify any ratings that appear inconsistent with the report narrative.
22

23 **Transmittal of Report to Contractor** – The review team coordinator will make the stipulated report
24 changes within 10 days after receiving comments from the review board, and will transmit the updated
25 report to the review board, Contracting Officer and contractor. If no corrective actions are required, the
26 contractor will contact the review team coordinator within 30 days to acknowledge receipt of the report,
27 and at this time may comment on the contents of the report or the overall rating received. If corrective
28 actions are required, the contractor will declare either agreement or disagreement with the binding
29 recommendations in the report. If the contractor is in agreement with the findings, he/she will report back
30 to the review team coordinator on the steps taken to comply with the binding recommendations within 30
31 days of receiving the facility review report. For each action that the contractor does not expect to complete
32 within 30 days, a written action plan identifying target dates for completing each major step will be
33 developed and included in the report. The review team coordinator will review the contractor
34 administrator’s response to ensure that it is complete and that all required corrective actions have been
35 taken, or that an action plan has been developed to remedy significant findings within 90 days of the
36 facility review report issue. The facility review team coordinator will forward all appropriate facility
37 review documentation to the Contracting Officer, as necessary.
38

39 **Appeals of Review Findings** – If the contractor disagrees with any finding, binding recommendation, or
40 performance rating, he or she will submit a formal written appeal to the review board within 30 days of
41 receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is
42 unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will
43 suggest alternative methods of correcting the deficiency or of improving the program. The review board
44 will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of
45 receiving the appeal, the review board will decide whether to accept or deny the appeal and will send
46 formal written notification of this decision through the Contracting Officer to the contractor and review
47 team. If an appeal is accepted, the review team coordinator will amend the facility review report to reflect
48 approved changes. After decisions have been reached on any appeals, the review team coordinator will
49 distribute copies of the final version of the facility review report to all involved parties. The contractor will
50 implement corrective actions and develop action plans for corrections that cannot be completed within 30
51 days. Corrective actions described by action plans will be completed within 90 days of the facility review
52 report.
53

54 **“Acceptable,” “Good,” and “Excellent” Program Reviews** – If the final facility review report indicates
55 that each of the reviewed facility programs received a rating of “Acceptable” or better, the facility review

1 will be closed after corrective actions have been completed and action plans have been developed, and the
2 Contracting Officer and contractor will be notified of the closure in writing. Facility programs will be
3 scheduled for their next reviews in accordance with the scheduling considerations described in Section 3.7
4 (*Facility Review Scheduling*).

5
6 **“Deficient” Program Reviews** – Any facility programs receiving a “Deficient” performance rating will
7 undergo a follow-up review phase immediately after the final review report is issued. The facility review
8 will not be closed until this follow-up review phase is completed.

9
10 **“At-Risk” Program Reviews** – If the final report assigned an “At-Risk” performance rating to any facility
11 program, the detainees will be relocated to alternate facilities, if possible, without creating substantial
12 difficulties for the affected federal agencies. Any facility programs receiving an “At-Risk” performance
13 rating will undergo a follow-up review phase immediately after the final review team report is issued. The
14 facility review will not be closed until this follow-up review phase is completed.

15 16 **Follow-up Review**

17
18 **Communication of Corrective Actions Needed** – The review team coordinator or an assigned monitor
19 will assist and track the facility’s progress in correcting deficiencies and implementing needed
20 improvements. As mentioned previously, the contractor is responsible for determining whether the
21 corrective actions prescribed in the facility review team report can be completed within 30 days of issuance
22 of the report. For each action that cannot be completed within 30 days, the contractor will develop a
23 written action plan identifying target dates for completing each major step. All actions will be completed
24 no more than 90 days after the issue of the final review report. The contractor will send the action plans to
25 the review team coordinator and Contracting Officer within 30 days of the final facility review report issue.
26 The review team coordinator will review the action plans and will determine whether they will adequately
27 address the underlying deficiencies. Any concerns will be discussed immediately with the contractor, who
28 will formally notify the review team coordinator after all action plans have been completed.

29
30 **Review of Completed Corrective Actions** – The contractor will implement all corrective actions specified
31 in the final team report and will formally document the actions taken, sign this document, and submit it to
32 the review team coordinator or other designated monitor. After receiving documentation of completed
33 corrective actions and action plans from the contractor, the review team will determine whether to conduct
34 one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up
35 inspections will be conducted within 30 days of receipt of documentation from the contractor. This
36 inspection will focus only on the program(s) affected by the corrective actions. The review team
37 coordinator will verify that the documentation provided by the contractor is accurate and that the corrective
38 actions taken do not reduce facility performance in other areas below an “Acceptable” level. The review
39 team coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to
40 discuss its preliminary conclusions.

41
42 **Follow-Up Review Report** – No later than 14 days after the end of the follow-up inspection, the review
43 team coordinator or monitor will prepare a formal written report presenting the results of the follow-up
44 review, and will submit this report to the contractor and review board. If no on-site inspection is done, the
45 report will be completed within 30 days of receipt of documentation from the contractor. This report will
46 indicate whether the corrective actions sufficiently improve the affected facility programs to an
47 “Acceptable” performance level or better. If the review team coordinator or monitor deems that facility
48 changes are adequate, the follow-up review and facility review will be closed, the Contracting Officer and
49 the contractor will be notified of the closure. None of the performance ratings for facility programs will be
50 altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and
51 the next facility program reviews will be scheduled according to the procedures described previously.

52
53 **Appeals of Follow-Up Conclusions** – If the review team coordinator or monitor concludes that the
54 corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an

1 "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion.
2 To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up
3 analysis and explaining why the facility's improvements meet the corrective actions prescribed. The
4 review board will weigh the appeal and issue a decision no later than 10 days after receiving it. The
5 follow-up review report will be amended to reflect the review board's decision, if the review board agrees
6 with the contractor argument. The follow-up review and facility review will be closed, the Contracting
7 Officer and contractor will be notified of the closure, and the next facility program reviews will be
8 scheduled.

9
10 If the contractor does not appeal the conclusion (i.e., that program performance has not improved to a
11 rating of "Acceptable" or better), or if the review board denies the contractor appeal of this conclusion, the
12 review board will decide the course on which to proceed with the facility. In such a case, the review board
13 could elect to terminate use of the facility and relocate detainees to a suitable facility. If the facility review
14 process determines that a non-federal facility is at-risk and has become unsuitable for continued housing of
15 federal detainees, the review coordinator will immediately telephonically contact, and provide written
16 notification of the facility's status to, the USMS and/or ICE for consultation prior to the removal of any
17 detainees from that facility. If there is substantial demand for the facility's bed space, and the facility
18 displays the desire and ability to improve deficiencies, the review board might choose to instead have the
19 facility undergo another follow-up review cycle. In this scenario, the sequence of actions will be identical
20 to those described at the beginning of the follow-up review phase. Although the same review team
21 coordinator or monitor will not necessarily be assigned to the second follow-up review cycle, doing so will
22 promote efficiency. If the problematic facility programs still do not meet or exceed "Acceptable" levels
23 after the second follow-up review cycle; the review board could specify additional review cycles.
24 However, because significant staff resources are required for each review cycle, the benefit of continuing
25 the follow-up review process rather than waiting until the next regularly scheduled review will be carefully
26 considered.

27
28 **Waivers and Modified Use Agreements** – If the review board determines that detainees will not be
29 removed from the facility, the review board could waive conformance to certain evaluation criteria,
30 possibly limiting the facility to modified use. The review team might prefer one of these alternatives to
31 terminating or delaying the government's use of a facility, particularly if no suitable alternate facilities are
32 available for use. A waiver typically will be issued for each deficiency that prohibits a facility program
33 from being evaluated as "Acceptable" or better. Several waivers could be issued for a given facility. Any
34 waivers that the review board issues will have expiration dates not exceeding 12 months from date of issue,
35 will be signed by the review board leader, and will be referenced in the follow-up review and facility
36 review reports. Waiver copies will be distributed to the contractor and to review team coordinator for
37 placement in the follow-up review report.

38
39 Modified facility use could be ordered if, by restricting its use, the facility could house detainees without
40 compromising detainee safety and security. For example, a facility that does not successfully complete the
41 follow-up review process might be prohibited from housing detainees for more than 72 consecutive hours,
42 pursuant to a temporary use agreement. Decisions to permit modified facility use will be formally
43 documented and disseminated similarly to waivers. After the necessary waivers and restrictions have been
44 obtained, the follow-up review and facility review will be closed, the contractor will be notified of their
45 closure, and the next facility program reviews will be scheduled. Again, none of the performance ratings
46 for facility programs will be altered as a result of the follow-up review.

47
48 **Filing and Retention of Review Report** – When a facility review is closed, all reports completed as part
49 of the facility review—including completed and closed follow-up review reports—will be included in the
50 facility review file. An inventory of reports other background information regarding the facility's
51 performance that were collected from other agencies during the pre-inspection preparation phase will also
52 be kept. The government will retain these support documents and all working documents generated during
53 a facility review in accordance with requirements in the FAR. Only one review file and set of support
54 documents will be retained for each facility. After the retention period has elapsed, the government will
55 archive the working documents in accordance with government regulations.

- 1 The PRS and Reviewers Guide identify:
2
3 - Each contract requirement, the functional areas, and quality level essential for successful performance of
4 each contract requirement;
5
6 - Summarize the functional areas; and
7
8 - Specify the maximum percentage of total reduction in contract price attributable to each contract
9 requirement.
10
11

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Administration and Management - 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

Reduction: 10%

Functional Areas	Policy Development and Monitoring (A.1) Internal Inspections and/or Reviews (A.2) (K.1) Detainee Records (A.3) Admission and Orientation (A.4 ICE Access Standard) Personal Property and Monies (A.5) (K.2) Detainee Release (A.6) (K.3) Accommodations for the Disabled (A.7) Policy On Staffing (A.8) Quality Control (A.9)
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Security and Control - 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

Reduction: 25%

Functional Areas	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)
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Food Service - addresses basic sanitation procedures and the adequacy of meals provided to detainees

Reduction: 15%

Functional Areas	Sanitation Requirements (D.1) (K.10) Ensure Meals are Varied (D.2) (K.11) Special Diets (D.3)
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Staff and Detainee Communication - addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%	
Functional Areas	Staff-Detainee Communication (E.1) (K.12) Diversity Training (E.2) Detainee Grievances (E.3) (K.13)
Safety and Sanitation - 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	
Reduction: 15%	
Functional Areas	Fire Safety (F.1) Non-Hazardous Furnishings (F.2) Control of Dangerous Materials (F.3) Environmental Control (F.4) Clothing and Bedding (F.5) (K.14) Personal Hygiene/Well-being (F.6) Physical Facility and Equipment (F.7) (K.15)
Services and Programs - addresses detainee classification; religious practices; work assignments; juvenile needs; 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	
Reduction: 25%	
Functional Areas	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) Juvenile Needs (G.5 Not Applicable) Exercise and Out-of-Cell Opportunities (G.6) Legal Materials (G.7 ICE Access Standard) Legal Representation (G.8 ICE Access Standard) (K.18) Telephone Access (G.9 ICE Access Standard) Visitation Privileges (G.10 ICE Access Standard) Detainee Mail and Correspondence (G.11) (K.19)
Workforce Integrity - addresses the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct	
Reduction: 2.5%	
Functional Areas	Staff Background and Reference Checks (H.1) Staff Training, Licensing, and Credentialing (H.2) Staff Misconduct (H.3)
Detainee Discrimination - addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability	
Reduction: 2.5%	
Functional Areas	Discrimination Prevention (I.1)

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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 (**ODT-5-C-0003**).

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 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.

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

Within 90 days of contract award, contract performance shall begin upon written issuance of the Notice to Proceed (NTP) signed by the Contracting Officer. Upon receipt of the NTP, the contractor shall immediately begin accepting detainees. The contractor's ability to perform in accordance with the terms of the contract will be assessed prior to issuance of the NTP.

The performance period of the contract shall be effective from the NTP through September 30, 2008 with the Government's unilateral right to exercise the five (5) individual three-year option periods in accordance with the terms of this contract.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER (CO). The following Contracting Officer will represent the Government for the purpose of this contract:

Lori A. Ray
Office of the Federal Detention Trustee
National Place Building, Suite 1210
1331 Pennsylvania Ave, NW
Washington DC, 20530
Phone: 202-353-4601
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:

- increase or decrease the contract amount;
- direct or negotiate and changes;
- modify or extend the period of performance;
- authorize payment under this contract;
- otherwise modify any terms or conditions of this contract.

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

(a) **Mr. Pavel Vosatka**, of the Office of the Federal Detention Trustee, National Place Building, Suite 1210, 1331 Pennsylvania Ave, NW, Washington DC, 20530, Phone: 202-353-4601, Fax: 202-353-4611, is hereby designated to 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.

(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. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

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:

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;

- 1 ▪ Name, title, and phone number of person to notify in event of defective invoice; and
- 2 ▪ Taxpayer Identification Number; and
- 3 ▪ Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment
- 4 by Electronic Funds Transfer—Central Contractor Registration.
- 5 ▪ Monthly vacancy rate (Section C, page 32, line 38)

6
7 **G.4 KEY PERSONNEL**

8
9 In accordance with the clause entitled "Changes in Key Personnel" included in Section H.1, the following

10 positions are considered key personnel:

- 11
- 12 Project Coordinator
- 13 Facilities Director
- 14 Case Management Coordinator
- 15 Facility Manager/Administrator
- 16 Administrator Religious Activities
- 17 Chief Security Supervisor and Shift Supervisors
- 18 Computer Services Manager
- 19 Food Service Administrator
- 20 Records Office Manager
- 21 Quality Control Specialist
- 22 Safety/Environmental Specialist

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 CHANGE IN KEY PERSONNEL.

Following contract award, any change in key personnel listed in Section C, paragraphs 32, line 22 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 will 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 is 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 1

1.1 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.amnet.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	JUN 2003	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	JUL 1995	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	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT 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	JAN 2002	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

1	52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
2	52.222-26	APR 2002	EQUAL OPPORTUNITY
3	52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED
4			VETERANS, VETERANS OF THE VIETNAM ERA,
5			AND OTHER ELIGIBLE VETERANS
6	52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH
7			DISABILITIES
8	52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED
9			VETERANS, VETERANS OF THE VIETNAM ERA, AND
10			OTHER ELIGIBLE VETERANS
11	52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
12	52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
13			ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION
14			CONTRACTS)
15	52.222-44	FEB 2004	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT
16			ACT -- PRICE ADJUSTMENT
17	52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND
18			MATERIAL SAFETY DATA
19	52.223-6	MAY 2001	DRUG-FREE WORKPLACE
20	52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
21	52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
22	52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
23	52.224-2	APR 1984	PRIVACY ACT
24	52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
25	52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND
26			COPYRIGHT INFRINGEMENT
27	52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
28	52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
29	52.232-1	APR 1984	PAYMENTS
30	52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
31	52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
32	52.232-11	APR 1984	EXTRAS
33	52.232-17	JUN 1996	INTEREST
34	52.232-18	APR 1984	AVAILABILITY OF FUNDS
35	52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
36	52.232-25	OCT 2003	PROMPT PAYMENT
37	52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL
38			CONTRACTOR REGISTRATION
39	52.233-1	JUL 2002	DISPUTES Alternate 1 (DEC 1991)
40	52.233-3	AUG 1996	PROTEST AFTER AWARD
41	52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
42	52.237-3	JAN 1991	CONTINUITY OF SERVICES
43	52.242-13	JUL 1995	BANKRUPTCY
44	52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate 1 (APR 1984)
45	52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
46	52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
47	52.248-1	FEB 2000	VALUE ENGINEERING
48	52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE
49			GOVERNMENT (FIXED-PRICE)
50	52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
51	52.253-1	JAN 1991	COMPUTER GENERATED FORMS
52			
53			
54			
55			

1 **1.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**
2

3 This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding
4 until so approved.
5

6 **1.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
7

8 The Contractor shall make the following notifications in writing:
9

10 (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur,
11 that could result in changes in the valuation of its capitalized assets in the accounting records, the
12 Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
13

14 (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any
15 other cost changes have occurred or are certain to occur as a result of a change in ownership.
16

17 (b) The Contractor shall --
18

19 (1) Maintain current, accurate, and complete inventory records of assets and their costs;

20 (2) Provide the ACO or designated representative ready access to the records upon request;

21 (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or
22 amortization, and remaining useful lives are identified accurately before and after each of the Contractor's
23 ownership changes; and

24 (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records
25 maintained before each Contractor ownership change.
26

27 (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet
28 the applicability requirement of FAR 15.408(k).
29

30 **1.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**
31

32 The Government may require continued performance of any services within the limits and at the rates
33 specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates
34 provided by the Secretary of Labor. The option provision may be exercised more than once, but the total
35 extension of performance hereunder shall not exceed 6 months.
36

37 The Contracting Officer may exercise the option by written notice to the Contractor within the current
38 performance period.
39

40 **1.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**
41

42 (a) The Government may extend the term of this contract by written notice to the Contractor within 60
43 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend
44 at least 60 days before the contract expires. The preliminary notice does not commit the Government to an
45 extension.
46

47 (b) If the Government exercises this option, the extended contract shall be considered to include this option
48 clause.
49

50 (c) The total duration of this contract, including the exercise of any options under this clause, shall not
51 exceed 18 years.
52
53
54
55

1 I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
2

3 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of
4 Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed
5 under the contract and states the wages and fringe benefits payable to each if they were employed by the
6 contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.
7

8 (See Section J, Attachment 1)
9

10 I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)
11

12 (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause
13 with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
14

15 (b) The use in this solicitation or contract of any Department of Justice clause with an authorized deviation
16 is indicated by the addition of "(DEVIATION)" after the name of the regulation.
17

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2
3
4
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PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

Attachment No.	Title	No. of Pages
1	Wage Determination SCA	11
2	Standards of Contractor Employee Conduct	5
3	Contractor Background Investigations	10
4	Reserved	6
5	Reserved	
6	ICE Voluntary Work Program	1
7	Space Requirements	8
8	Reserved	
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11	Transportation	3

6
7
8

Attachment #2 - Contract Detention Facility

Standards of Contractor Employee Conduct and Responsibility

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

1. **Personal Conduct**

The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.
- (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.
- (3) Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.
- (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employees duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- (5) Entering into any business relationship with inmates, former inmates, or their families.
- (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate.

- (7) Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, or others.

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. **Responsiveness**

- a. Employees shall be required to remain fully alert and attentive during duty hours.
- b. All Employees shall respond immediately and effectively to all emergency situations.

3. **Confidentiality**

Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee's duties or upon specific authorization from the CO.

Employees shall not deny authorized persons access to official information, personnel or institution records.

4. **Facility Identification**

Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. **Introduction of Contraband**

Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. **Sanctions for Misconduct**

A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. **Reporting Misconduct**

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. **Investigations of Misconduct**

The OIG is responsible for investigating violations of laws and regulations committed by

Department of Justice employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the OIG, or the CO. The OFDT employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. The OFDT shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

Polygraph examinations, body wires, electronic listening devices and/or consensual telephone monitoring during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No investigative records shall be destroyed without the expressed permission of the CO.

9. Employee Training

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.

Attachment #3 - Contract Detention Facility

Part I

Scope and Coverage of a Limited Background Investigation (LBI)

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check, credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self employment, unemployment, references, education, residence, and law enforcement agencies. military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted,

Items are scheduled for coverage by various methods which may be shown as follows:

- P Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- R Record search only
- I Inquiry (mail or electronic)
- T Telephone
- L Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index SII which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department

of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the LBI is not initiated through USIS, (under contract with OPM) the NAC will be procured by the **DOJ**.

Credit Check is covered by Linkage, and the period covered is 3 years. All credit checks are used for employment purposes only, in accordance with 15 U.S.C..

Personal Subject Interview is scheduled at current job location, and is a one-on-one interview.

Education is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by Inquiry for years 2 to 3 (and highest degree)

Residence is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

Employment, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

Court Records are obtained for bankruptcies and financial delinquencies over \$1,000 or if dollar amount unknown, within the basic coverage period.

Extra Coverage is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress
- How is this person's stability, judgement, discretion, and physical health?

- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

Part II

Scope and Coverage of a Periodic Reinvestigation

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.

Scheduled items are scheduled for coverage by various methods as follows:

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

Basic coverage period for this type of case is 5 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SI) which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the PRIR is not initiated through USIS, (under contract with OPM) the NAC will be procured by the **DOJ**.

Credit Check is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

Personal Subject Interview is scheduled at current job location.

Education is not scheduled.

Residence is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

Employment is not scheduled

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service is not scheduled.

Part III

Adjudication Standards for Resolving LBI and Periodic Reinvestigation

- 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 eligible for government contract employment with the Department of Justice (DOJ). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. PURPOSE: The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews 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 must be favorably resolved by the contractor before the DOJ will consider granting final approval for employees 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 employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion. will be subject to the following guidelines:

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
 - (a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
 - (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:
 - 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
 - 2) the contractor's Employee Standards of Conduct requirement that the 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 employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee 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.

- E Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

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

- (1) Loyalty. Any information which indicates the employee is not loyal should be identified as derogatory. 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;

-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 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 employee 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 employee and the relatives or associates. Therefore, the following information should be obtained from all 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 employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- the frequency of contact- past, present and future--with the foreign citizen,
- the form of such contact (personal visits, letters, cards or telephone calls).

(a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case by case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:

- Name and address of prisoner
- Relationship
- Frequency of contact
- Form of contact

(3) Undesirable Character Traits: Any trait(s) which may show the employee 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 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 the

employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1) and c(2)).

- (b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.
- (4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee'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.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

- (5) Financial Responsibility. Indebtedness becomes a legitimate concern when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee 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 employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

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

(a) Debts to be Resolved:

- When employee past due debts total \$400 or more; and,
- Debts are 90 days or more past due.

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

Discrepancies on these forms may be an indication the 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. 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 the employee has been rehabilitated.

- (8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the 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 employee received 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 an unprotected source can be used.

- (10) Classified Information: Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it 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 employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally readdressed in adjudicating the investigation. The adjudicator should make note that the information was, considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.

Attachment #6 – ICE voluntary work program form

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility
[Insert Facility Name]

Detainee Voluntary Work Program Agreement:

Detainees that participate in the volunteer work program will not be permitted to work in excess of 8 hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work-related training. Unexcused absence from work or unsatisfactory work performance could result in removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated with the work assignment. Compensation shall be \$1.00 per day.

I, _____, A# _____, have read, understand, and agree
(Detainee name) to comply with the above. I have received and understand relevant
safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date

ATTACHMENT 7 – SPACE REQUIREMENTS

Executive Office for Immigration Review
Space Planning and Facilities Management
5107 Leesburg Pike, Suite 2300
Falls Church, VA 22041
703 305-1178
703 305-1702 FAX

SYTE: East Mesa CCA Facility, San Diego, CA DATE: 08/18/03

PROJECT MANAGER/AGENCY CONTACT: Carole Hoffman, 703.605.0601

DATE REQUIRED: To coincide with DHS Solicitation for new contract to begin 10/01/04

I. **SPACE**

The Executive Office for Immigration Review (EOIR) has reviewed the operations at the CCA facility in East Mesa and determined that an increase of space is not necessary at this time. However, at the request of the Department of Homeland Security (DHS) to provide space requirements for two additional courtrooms which DHS plans to build for possible future needs, EOIR's requirements follow. It shall be understood, however, staffing of additional judges is at the discretion of the EOIR's Office of the Chief Immigration Judge and EOIR is in no way obligated to staff the additional courtrooms which DHS intends to build.

- A) Space must provide a minimum of **9,156** square feet of contiguous occupiable space if two additional courtrooms are built. This adds 3,671 square feet to the Executive Office for Immigration Review's (EOIR's) existing space of 5,485 square feet.
- B) The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- C) The EOIR requests that from the earliest stages of space planning the autonomy of both agencies (DHS and EOIR) be emphasized in the layout. EOIR space should be clearly delineated and separated to the maximum extent practicable from DHS space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entity distinct from the DHS.
- D) Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

U. S. Department of Justice
Immigration Court

- E) Hours of normal operation: Monday through Friday from 7:30 a.m. to 4:30 p.m.

II SECURITY REQUIREMENTS

- A) Agency requires contiguous space. Space will be accessible to the public while providing adequate security measures. Space to be on the second floor or above, due to the highly sensitive and critical filing and archiving system and for increased personnel security. Unique building siting and/or security issues and concerns may also preclude building occupancy.
- B) If agency space requirement does not allow assignment on one floor, floors must be contiguous with secured internal circulation within each floor. Internal secured vertical access to be provided.
- C) If slab to slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry. Wall surrounding Ballistic-related Transaction Window to have 9-11 gauge steel mesh lathe installed between studs and drywall on the public side.
- D) Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and/or X-ray equipment prior to visiting the court.
- E) There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:
1. Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.
 2. Controller shall be Radionics #D7212B or equivalent.
 3. Electronic keypad shall be Radionics #D1255 or equivalent.
 4. Strobe lights shall be SECO-LARM SL-126 ceiling/wall mount or equivalent.
 5. Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.
- F) The judge's private entrance/exit door in each courtroom will be equipped with a Simplex Ucan lock, viewport, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).

The system will require an electric strike, a momentary switch and a power supply at each courtroom door. The panic button, which will be "hardwired" to the alarm system, will require an additional set of wires leading to the power supply and the electric strike. A timer must be added so the door will remain "unlocked" until the staff exit. EDRS system components are as follows:

1. Electronic strike shall be Rutherford #7114 or equivalent.
2. Momentary switch shall be Ace II Switch Locks # 4073-70DDC.
3. Power supply shall be Securitron #BPS-12-3 or equivalent.
4. Timer shall be Securitron #TM-8.

5. Deadbolt shall be Schlage #B680 or equivalent.
6. Viewport shall be Ives #698 or equivalent.

G) Door from waiting area into agency administrative area to be equipped with an electric door strike with remote release button to be accessible by the receptionist in the main work area. An electronic signal shall be located at the reception window. Components are as follows:

1. Electric strike shall be Rutherford Model 7114 (or equivalent) with BZ-24 buzzer.
2. Momentary switch, Ace II switch Locks Model #4073-70DDC or equivalent.
3. Power supply, Securitron Model BPS-12-3 or equivalent.

H) Daytime cleaning is required during the hours of 8:00 am and 4:00 pm, Monday through Friday.

SECURITY ACCESS:

Upon award of the contract, the contractor, subcontractor, key supervisor personnel and/or any other contract individuals engaged in the construction of the space, may need, at the discretion of EOIR, to complete a personal history statement and/or fingerprint chart and/or background investigation.

SECURITY ACCESS: DENIAL RIGHTS

EOIR reserves the right to revoke any individual's access to its facility or property where such access is no longer clearly consistent with EOIR mission and responsibilities. EOIR shall have and exercise full and complete control over granting, denying, withholding, or terminating access for individuals.

III PARKING AND TRANSPORTATION

Parking needs to be located on-site in a secured parking environment. For this assignment, agency requires three spaces.

IV PARTITIONS

Perimeter walls to be slab to slab; either concrete block with drywall or plaster finish or metal stud with drywall and fiberglass insulation; walls to have a Sound Transmission Class (STC) of 40.

PARTITIONS: SUBDIVIDING:

Partitioning must be designed to provide an STC of 40. The partitioning shall extend from the finished floor to the finished ceiling except in specified areas which shall be slab-to-slab.

V DOORS

A perimeter access doors must be heavy duty, full flush, hollow steel construction, or solid core wood with mechanical lock key override, door closure and viewport. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. Tempered opaque glass at entrance to agency suite permitted. Wood doors shall be at least 1 3/4 inches thick. All doors to be lever equipped to comply with the American with Disabilities Act (ADA).

Interior doors must have a minimum clear opening of 36 inches by 80 inches. Each courtroom will have one door with a minimum clear opening of 42 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Agency.

DOOR HARDWARE:

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. All door entrances from public corridors, exterior doors and other doors designated by the Agency shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks to be master keyed. The Agency shall be furnished with at least two master keys for each lock. Door identification shall be installed in approved locations adjacent to courtroom and public entrances.

WINDOWS: Building standard window treatment for sun control.

VI VENTILATION

- A) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- B) Conference and waiting rooms of 500 occupiable square feet or greater shall be provided with dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- C) Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- D) Break rooms to have air exhaust system; Model: Penn-Zephyr Z-10, 200 CFM or equivalent. To be vented to outside or to building's exhaust system.

VII OFFICE SPACE

- A) Private offices:
Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress alarm activation button at desk location.
- B) Waiting Area:
 - 1. Standard office build-out, vinyl wall covering, chair rail and vinyl tile flooring.
 - 2. Wall separating the Waiting Area from Reception Area shall extend slab to slab, STC of 40.
 - 3. Shatter-resistant transaction window incorporating a center speaker device, shall be installed in the wall immediately between the waiting area and the receptionist. Transaction window to have a hinged lockable panel for file/paper exchange.
 - 4. Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.

- C) Reception/Administrative Area:
1. Standard office build-out.
 2. Door from waiting area into agency administrative area to be equipped with an electronic door strike.
 3. Duress alarm activation button located at reception window within Agency Secure Area.
 4. D) Case File Room:
Vinyl floor covering; standard office build-out; door to have Unican combination lock.
- E) Printer Areas:
Standard office build-out with low walls (4'-6") with finished painted hardwood cap.
- F) Copier Room:
Standard office build-out with separately zoned cooling capability.
- G) Computer Room:
1. Slab to slab partitioning, STC of 40, door to have Simplex Unican lock.
 2. Furnish and install an 4' x 4' x 3/4" plywood mounting board for the Agency's provided telephone equipment.
 3. Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
 4. Furnish and install three (3) quadruplex electrical outlets, 120V-20A, 3 wire, single phase receptacle type—NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
 5. Furnish and install one (1) duplex electrical outlet(s), 120-20A, 3 wire, single phase receptacle type— NEMA 5-20R, individual branch electrical circuit, orange at 54" AFF.
 6. Supply, install, label, terminate and test Category 5e, eight wire twisted pair plenum rated cable runs to connect from computer workstations to the computer room. Cable runs will originate at each workstation location with a single AT&T, 8-pin, RJ 45 jack (pin-out configuration: 1,2; 3,6; 4,5; 7,8) and will terminate and be hard wired into the back of a patch panel that meets TIA/EIA-568B Category 5e standards in the ADP Room and each cable at the workstation locations. The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each at the workstation locations. Each cable shall be tested for Category 5e certification (certification documents to be sent to EOIR at the above address.

Each cable run will be supplied with a 15'-0" patch cord at the computer workstation and a 3'-0" patch cord at the patch panel. Patch cords shall have an AT&T, 8-pin, RJ45 single plug on each end (pin-point configuration straight through; 1,2; 3,6; 4,5; 7,8) and shall be tested for Category 5e certification.

All work shall be performed by qualified personnel in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the

best trade practices. All lines shall be run concealed in the ceiling and will be attached every twenty (20) feet in the required fasteners. No wiring will lay on ceiling tiles. Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form of mechanical abuse it shall be installed in Wiremold or other suitable protective covering or proper electric conduit.

H) Courtroom:

1. Slab to slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
2. Each Courtroom to be equipped with one 20'L x 7"W x 7"H (approximate) raised dais, carpeted to match carpet in rest of Courtroom. 3 Public entrance door to courtroom to achieve a minimum opening of 3'-6".
4. The Public Zone shall be separated from the Activity Zone by a railing about 39 inches high with a 3-foot wide opening equipped with a swing gate. The gate shall be able to swing out of the Activity Zone only, at an angle no less than 90 degrees from the plane of the railing. Selection of the wood finish for railing and gate: MINIWAX #224 Special Walnut.
5. Each judge's bench to be equipped with a silent duress alarm activation button located in the knee space of each bench. Contractor to be responsible for the installation of wire through conduit in the raised dais to the control unit location. The activation button must be pre-wired, maintaining an 8'-0" lead to facilitate mounting on the bench.
6. The judge's private entrance/exit door in each courtroom will be equipped with a Simplex Unican lock, viewport, deadbolt and an Electronic Door Release System (ERDS) incorporated into the duress alarm system.
7. Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex, two telephone outlets, one data outlet, and three pull strings; one shall contain a quadruplex, two data signal outlets, one telephone outlet, and two pull strings. Type: Walkerflex AF Series Distribution service modules. Configuration: WAF-1-HDDH-BLK or equal. Additionally, install three receptacles flush with floor in attorney well area each to contain duplex receptacles and for microphone and speaker phone connections.
8. Furnish and install ramps and handrails for access to the judge's dais where required by code. Both shall be in compliance with the more stringent of Uniform Federal Accessibility Standards or Title 3 of the ADA standards and shall be finished at a level consistent with the balance of the space.

I) Break Room:

1. Standard office build-out with vinyl floor covering.
2. Furnish and install an 18" x 24 stainless sink with garbage disposal and hot and cold water supply in a finished 6-LF wood kitchen sink base cabinet (two 36" base cabinets) and 6-LF above sink cabinets. Base cabinets shall have a 6-LF laminate counter top with integral back splash.
3. Furnish and install a Ground Fault Interrupter (GFI) electrical quadruplex outlet above sink base cabinet.

- J) Staff Toilet:
Provide one (1) female and one (1) male handicap accessible toilet facility within agency secure space.
1. Ceramic tile: flooring and wall (half height of wall) with paint above.
 2. The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.
- K) Conference Room:
Standard office build-out with carpet floor covering.

FINISH AND FLOORING SPECIFICATIONS

Paint:

General Space: (To match existing)
Specification:

Wood Cap: (To match existing)
Specification:

Dais Wall: (To match existing courtrooms)
Specification:

Vinyl Wall Covering:

Manufacturer: (To match existing)
Specification:

VGT:

Manufacturer: (To match existing)
Specification:

Carpet:

Commercial grade broadloom, glue down. If building standard requires use of underfloor raceway system, carpet tiles of same specifications are acceptable.

Manufacturer: (To match existing)
Specification:

Vinyl Base Molding:

Manufacturer: (To match existing)
Specification:

Break Room Counter:

Manufacturer: (To match existing)
Specification:

Break Room Cabinets:

Manufacturer: (To match existing)

Comprehensive Secure Detention Services
San Diego, CA (Otay Mesa)

Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0003

Specification:

Waiting Room Counter:

Manufacturer: (To match existing)

Restroom:

Manufacturer: (To match existing)

Attachment #10 - Contract Detention Facility

**Offeror's Operational Estimate
Contract Detention Services**

Offeror's Operational Estimate; Reflects distribution of proposed amounts to operate a detention facility on an ongoing basis. Excludes start-up and other costs to establish initial operations.

Program Area	Total Number of Positions	Type of Cost	Annual Amount
Administration and Management	30	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Health Care	0	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Security and Control	315	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Food Service (contract)	8	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Safety and Sanitation	8	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Services and Programs	11	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Indirect Costs		Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	
Summary	372	Salaries	(b) (4)
		Benefits	
		Non-Salary	
		Total	

Attachment #11 -Transportation

Remote Custody and Secure Transportation Services

A. Remote custody services.

1. The Contractor shall provide, at the direction of the ICE representative, such additional on-call remote custody services as may be required by ICE. The Contractor shall be reimbursed for these services only when the ICE representative directs such services. The Contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; effecting removals at various airport locations, performing transportation duties, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the ICE representative. ICE will guarantee the Contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The Contractor shall be authorized one custody officer for each such remote post, unless at the direction of the ICE representative, additional custody officers are required.
4. In the event any ICE representative directed long-distance remote custody service results with the Contractor incurs meal or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

B. Transportation services.

1. The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the ICE representative. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
2. The Contractor shall assign a sufficient number of two-person teams of transportation officers on a daily basis to ensure as follows:
 - (a) Three (3), eight-hour shifts which provides 24-hour coverage.
 - (b) Contractor shall provide not less than one (1) team per shift.
 - (c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.
3. The Contractor shall furnish vehicles in good repair and suitable, as approved by

the ICE representative, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from officers. The Contractor shall provide the security specification of the vehicles to the ICE representative for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 40 detainees with accompanying luggage or property. Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

- C. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances and wear the same uniforms as those Contractor personnel provided for in the other areas of this contract.
- D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hour notification. Whenever the Contractor cannot fulfil the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.
- E. During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the ICE representative.
- F. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by two contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until the aircraft is airborne and the carrier gate attendant verifies its departure verbally. Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) is/are in custody, unless the flight has been cancelled or verified by ICE that other arrangements have been made. Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall insure that completed documents are properly

executed and accurately completed before submission to ICE. Contractor shall ensure that two (2) officers shall staff each vehicle transporting detainees. Contractor shall further ensure that two (2) officers shall escort every ten (10) departing detainees.

- G. The Contractor shall, upon order of the ICE representative, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the ICE representative. The Contractor shall then transport the detainee to the detention site.
- H. The ICE representative may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- I. When the ICE representative provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- J. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.
- K. In the event any ICE representative directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.