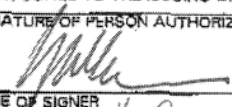
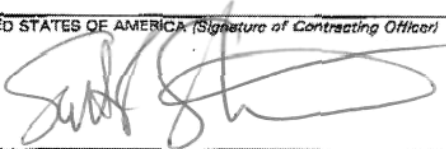


CONTRACT AWARD		PAGE 1	OF 67	PAGES
1. CONTRACT NUMBER ODT-S-C-0004		2. EFFECTIVE DATE 01/01/08		3. SOLICITATION NUMBER
6. ISSUED BY OFFICE OF THE FEDERAL DETENTION TRUSTEE United States Department of Justice 4601 North Fairfax Drive, Suite 910 Arlington, Virginia 22203		5. ADMINISTERED BY (If other than Item 5) OFFICE OF THE FEDERAL DETENTION TRUSTEE United States Department of Justice 4601 North Fairfax Drive, Suite 910 Arlington, Virginia 22203		4. REQUISITION/PROJECT NUMBER
7. NAME AND ADDRESS OF CONTRACTOR The GEO Group, Inc. One Park Place, Suite 700 621 Northwest 53rd Street Boca Raton, Florida 33487		8. PAYMENT WILL BE MADE BY U.S. Marshals Service		
9A. DUNS NUMBER 612706465	9B. TAXPAYER'S IDENTIFICATION NO. NAICS 561210	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input checked="" type="checkbox"/> OTHER (Specify)		

11. TABLE OF CONTENTS			
(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
X	A	SOLICITATION/CONTRACT FORM	1
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1
X	C	DESCRIPTION/SPECS./WORK STATEMENT	39
X	D	PACKAGING AND MARKING	1
X	E	INSPECTION AND ACCEPTANCE	7
X	F	DELIVERIES OR PERFORMANCE	1
X	G	CONTRACT ADMINISTRATION DATA	2
X	H	SPECIAL CONTRACT REQUIREMENTS	1
PART II - CONTRACT CLAUSES			
X	I	CONTRACT CLAUSES	4
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	1
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	9
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	NA
	M	EVALUATION FACTORS FOR AWARD	NA

12. BRIEF DESCRIPTION
Comprehensive detention services at Queens, New York.

13. TOTAL AMOUNT OF CONTRACT		▶
14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.		15. AWARD. The Government hereby accepts your offer on the solicitation identified in item 3 above as reflected in this award document. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.
<input type="checkbox"/> A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)		
B. SIGNATURE OF PERSON AUTHORIZED TO SIGN 	A. UNITED STATES OF AMERICA (Signature of Contracting Officer) 	
C. NAME OF SIGNER WAYNE H. CALABRESE	B. NAME OF CONTRACTING OFFICER Scott Stermer	
D. TITLE OF SIGNER VICE CHAIRMAN & PRESIDENT	C. DATE 12/30/08	
E. DATE 28 DEC 2007		

AUTHORIZED FOR LOCAL REPRODUCTION

Supplies, Services and Prices/Costs

PRICING SCHEDULE
222 Beds (70% Guaranteed)

Performance Period	Monthly Fixed Price Operation ADP of 156 (70%)	Incremental Unit Price Per Detainee Day (157-222)
Base Period (1/1/08-12/31/09)	\$1,081,227	(b) (4)
Base Period: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)
Option Period 1 (1/1/10-12/31/11)	\$1,120,465	(b) (4)
Option Period 1: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)
Option Period 2 (1/1/12-12/31/13)	(b) (4)	(b) (4)
Option Period 2: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)
Option Period 3 (1/1/14-12/31/15)	(b) (4)	(b) (4)
Option Period 3: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)
Option Period 4 (1/1/16-12/31/17)	(b) (4)	(b) (4)
Option Period 4: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)
Ten Year Total: Blended, Weighted Per Diem Rate @ 100% Occupancy		(b) (4)

UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)
COMPREHENSIVE DETENTION SERVICES
EASTERN DISTRICT OF NEW YORK

REVISED DECEMBER 27, 2007

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1 **C.1 Definitions/Acronyms**

2
3 ACA: American Correctional Association.

4
5 ALDF: Performance –Based Standards for Adult Detention Facilities

6
7 ADMINISTRATIVE SEGREGATION: A unit of housing for detainees whose continued presence in the general
8 population poses a serious threat to life, property, self, staff, or other detainees.

9
10 ALIEN: Any person who is not a citizen or national of the United States.

11
12 BOOKING: It is a procedure for the admission of an USMS detainee, which includes searching, fingerprinting,
13 photographing, medical screening, and collecting personal history data. Booking also includes the inventory
14 and storage of the individual's accompanying personal property.

15
16 CLASSIFICATION: A process for determining the needs and requirements of detainees for whom detention
17 has been ordered and for assigning them to housing units and programs according to their needs, security risk
18 level and existing resources of the facility.

19
20 CLINICALLY ORDERED SECLUSION: A therapeutic intervention initiated by medical or mental health staff to
21 use rooms designed to safely limit a patient's mobility in a crisis due to physical or mental illness (suicide
22 watch).

23
24 CLINIC SPACE: Sufficient and suitable space, supplies and equipment available for the facility's medical,
25 dental and mental health care services.

26
27 CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is
28 declared illegal by law or which is expressly prohibited by facility policies and procedures.

29
30 CONTRACTING OFFICER (CO): The Government employee empowered to award, administer, modify and
31 terminate contracts. The only individual authorized to issue changes to this contract.

32
33 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government
34 responsible for monitoring all technical aspects and assisting in administering the contract.

35
36 CONTRACTOR: The entity which provides the services, described in this statement of work.

37
38 CONTROL ROOM: A room that integrates all internal and external security communications networks within a
39 secure room. Activities conducted within the control room have a critical impact on the institution's orderly and
40 secure operation.

41
42 DESIGNATED MENTAL HEALTH CLINICIAN: A psychiatrist, psychologist or psychiatric social worker who is

1 responsible for clinic mental health issues when mental health services at the facility are under a different
2 authority than the medical services.

3
4 DETAINEE: Any person confined under the auspices and the authority of any Federal agency.

5
6 DETAINEE RECORDS: Information concerning the individual's personal and criminal history, medical
7 summary alerts, behavior, and activities while in custody, including, but not limited to:

- 8 A. Detainee, Personal Property
- 9 B. Receipts, Visitor's List, Photographs,
- 10 C. Fingerprints, Disciplinary Infractions
- 11 D. Actions Taken, Grievance Reports, Medical Alerts (form USM 130)
- 12 E. Work Assignments, Program Participation,
- 13 F. Miscellaneous Correspondence, etc.
- 14 G. Medical Summary of Federal Prisoner/Alien in Transit (form USM 553)

15
16 ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation
17 of environmental effects of proposed actions, and contemplates alternative proposals. This document is the
18 basis for deciding whether or not an Environmental Assessment is required.

19
20 ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analysis of
21 environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an
22 Environmental Impact Statement is required.

23
24 ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion
25 of significant environmental impacts caused by the proposed action(s). It also states the reasonable
26 alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human
27 environment.

28
29 EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike,
30 escape, fire, medical exigency, natural disaster or other serious incident.

31
32 EMERGENCY MEDICAL CARE: Care for an acute illness or unexpected serious healthcare need that cannot
33 be deferred until the next scheduled sick call.

34
35 FACILITY: The physical plant and grounds in which the Contractor's services are operated.

36
37
38
39 FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., Jail Administrator, Facility Director,
40 Superintendent) who has the ultimate responsibility for managing and operating the contract detention facility.
41 The qualifications for the holder of this office shall be consistent with ACA standards and the Functional Areas
42 of the FPBDS.

1
2 FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon
3 the quality of the human environment will occur as a result of the proposed action(s).

4
5 FPBDS: Federal Performance Based Detention Standards

6
7 GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal
8 health/welfare or the operations and services of the facility.

9
10 HEALTH ADMINISTRATOR: The person who by virtue of education, experience, or certification (e.g. MSN,
11 MPH, MHA, FACHE, CCHP) is capable of assuming responsibility for arranging all levels of health care and
12 ensuring quality and accessible health services for detainees.

13
14 HEALTH AUTHORITY (Clinical Director): The physician on-site to whom the responsibility for the facility's
15 health care services has been officially designated in writing to, including arrangements for all levels of health
16 care and the ensuring of quality and accessibility of all health services provided to detainees.

17
18 HEALTH CARE: To provide for the physical and mental well being of a population. Health care includes
19 medical and dental services, mental health services, nursing, personal hygiene, dietary services, and
20 environmental conditions.

21
22 HEALTH-TRAINED PERSONNEL: Individuals trained in limited aspects of health care as determined by the
23 responsible physician, and may include correctional officers and other non-health personnel.

24
25 IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses,
26 parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and
27 sisters) and their spouses.

28
29 INFIRMARY: An area within the health unit accommodating patients for a period of 24 hours or more,
30 expressly set up and operated for the purpose of caring for patients who need skilled nursing care but are not
31 in need of hospitalization or placement in a licensed nursing facility, and whose care cannot be managed safely
32 in an outpatient setting. It is not the area itself, but the scope of care provided that makes the bed an infirmary
33 bed.

34
35 INFIRMARY CARE: Care provided to patients with an illness or diagnosis that requires daily monitoring,
36 medication and/or therapy, or assistance with activities of daily living at a level needing skilled nursing
37 intervention.

38
39 JPATS: Justice Prisoner and Alien Transportation System – Transporting/transferring Federal prisoner and
40 Detainees

41
42 LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum

1 standards for fire safety necessary in the public interest.

2
3 MEDICAL RECORDS: Records of medical screening assessments, examinations and diagnosis maintained in
4 accordance with guidance by the Health Authority. The following information from these records shall be
5 transferred to the detainee record: date and time of all medical examinations; medical alert information
6 (medical allergies, special diets, mental status); critical information from the medical record in support of current
7 treatments/diagnoses; and, copies of standing or direct medical orders from the physician to the facility staff.

8
9 OIMS: Office of Interagency Medical Services, Prisoner Services Division, U.S. Marshals Service.

10
11 ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR.
12 Duties shall include escorting and maintaining custody of detainees for hearings, USMS/ICE interviews, and
13 any other location requested by the COTR.

14
15 PHYSICIAN: A person licensed to practice medicine in the United States, with whom the facility enters into a
16 contractual agreement to provide health care services to the detainee population of the facility in accordance
17 with guidance from the Health Authority.

18
19 PRISONER DAY: For prisoner population in excess of the minimum guarantee the Contractor shall charge the
20 fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not for the day of
21 departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays overnight outside
22 the Contractor's facility.

23
24 QUALIFIED HEALTH CARE PROFESSIONAL: Includes physicians, physicians' assistants, nurses, nurse
25 practitioners, dentists, mental health professionals, and others who by virtue of their education, credentials and
26 experience are permitted by law to evaluate and care for patients.

27
28 QUALIFIED MENTAL HEALTH PROFESSIONAL: Includes psychiatrists, psychologists, psychiatric social
29 workers, psychiatric nurses, and others who by virtue of their education, credentials, and experience are
30 permitted by law to evaluate and care for the mental health needs of patients.

31
32 RECEIVING SCREENING: Is a process of structured inquiry and observation of all detainees being admitted,
33 designed to obtain immediate treatment for detainees who are in need of emergency health care, identify and
34 meet ongoing current health needs, and isolate those with communicable diseases.

35
36 RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight
37 jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

38
39 SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher,
40 hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans, first aid kits, AED,
41 stretchers and emergency alarms.

1 SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of
2 the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry
3 and exit ensures there shall be no breach in the perimeter or interior security of the facility.
4

5 SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers
6 used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems,
7 security light units, auxiliary power supply, and other equipment used to maintain facility security.
8

9 SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of
10 detainees.
11

12 SPECIAL HOUSING UNIT: *The space set aside within the facility for administrative and disciplinary*
13 *segregation.*
14

15 STANDING MEDICAL ORDERS: Written orders, by a physician, to qualified health care personnel and health
16 trained personnel that specify the same course of treatment for each patient suspected of or having a given
17 condition, and that specify the use and amount of prescription drugs.
18

19 TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives.
20 Training may occur on site, at an academy or training center, at an institution of higher learning, through
21 contract service, at professional meetings or through closely supervised on-the-job training. Meetings of
22 professional associations are considered training when there is clear evidence of the above elements.
23

24 TRANSPORTATION AND OUTSIDE GUARD SERVICES COSTS: All materials, equipment and labor required
25 to perform transportation and outside guard services.
26

27 WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic
28 defense modules, chemical weapons (MACE), and nightsticks.

C.2 Introduction

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

10 The Facility shall have the capability to accommodate at least **200** prisoners at 182-22 150th Avenue, Jamaica,
11 New York 11413. The facility shall also be located within appropriate proximity and access to emergency
12 services (medical, fire protection, law enforcement, etc.). In addition, the institution shall include special
13 housing units with a capacity of at least 10 percent of the detainee's beds at the facility.
14

15 Within 3 months of contract award, contract performance shall begin upon written issuance of the Notice to
16 Proceed (NTP) signed by the CO. Upon receipt of the NTP, the contractor shall immediately begin accepting
17 detainees. The Contractor's ability to perform in accordance with the terms of the contract will be assessed
18 prior to issuance of the Notice to Proceed (NTP). (See Section F.2)
19

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

C.2.1 General

32
33
34 All services and programs shall comply with the PWS and all applicable federal, state and local laws and
35 regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court
36 Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply.
37 When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall
38 determine the appropriate standard.

1
2 The Government reserves its rights to conduct announced and unannounced inspections of any part of the
3 facility at any time and by any method to assess contract compliance.
4

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

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

19 Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or procedure. In
20 these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where
21 other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall prevail.
22

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

29 All records related to contract performance shall be retained in a retrievable format for the duration of the
30 contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or
31 termination of the resulting contract, transmit to the Government any records related to performance of the
32 contract.
33

34 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and
35 Records Administration. Records and information management functions are required and mandated by the
36 following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB
37 Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for
38 unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and
39 7989.
40

41 The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the
42 DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action,

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

7
8 In awarding the contract, the Government does not assume any liability to third parties, nor will the
9 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily
10 injury, or damage to property resulting in any way from the performance of the contract or any subcontract
11 under this contract.

12
13 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its
14 employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining
15 to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing.

16 The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any
17 requests pertaining to federal or Contractor litigation.

18
19 Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of
20 the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which
21 mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate
22 manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of
23 the detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a member of the United
24 States Congress or the media requests information or requests to visit the facility. The Contractor shall
25 coordinate all public information related issues with the COTR. All press statements and releases shall be
26 cleared, in advance, with the COTR.

27
28 The contractor, their employees, agents, or sub-contractors shall not release any information regarding the
29 facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without
30 express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter
31 related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the
32 USMS of any incident where they believe information was released by their employee, agent, or sub-contractor
33 related to a USMS' matter.

34
35 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees'
36 opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles
37 they write that relate to any aspect of contract performance or the facility operations.

38 39 **C.2.2 Quality Control**

40
41 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this
42 PWS are achieved.

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

7
8 The records of inspections must be kept and made available to the COTR and CO,
9 when requested, through the contract performance period and for the period after contract completion until
10 final settlement of any claims under this contract.

11 12 **C.2.3 Quality Assurance**

13
14 The Government quality assurance is comprised of the various functions, including inspection performed by the
15 Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The
16 Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.

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

28 29 **C.3 Administration and Management**

30 31 **C.3.1 Information System**

32
33 All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA Standards
34 and the FPBDS. *Policy and procedures shall be developed to ensure the confidentiality and security of all*
35 *detainee files.* FPBDS Administration/Management Section - A.3.

36 37 **C.3.2 Receiving and Discharge of Detainees**

38
39 The Contractor shall comply with the FPBDS on Admission and Release when entering detainee admission
40 and release data. The search of detainees admitted to the facility or released to any authority shall include a
41 strip search performed by Contractor staff. Persons of the same gender as the detainee shall conduct the
42 search.

1 Detainees shall be fingerprinted, photographed and receive a shower, and criminal history check in accordance
2 with the FPBDS on Admissions Documentation. The intake process shall include, at a minimum, a medical
3 screening, to include TB testing which shall be documented on a USM-522c, and social screening prior to
4 detainee release into the general population. A psychological screening shall be conducted within 24 hours of
5 arrival at the facility.

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

14
15 The Contractor shall prepare a USMS' 553 Medical Summary of Federal Prisoner/Alien In-Transit form to
16 accompany any inmates that are transferring out of the institution.

17 18 **C.3.3 Manage and Account for Detainee Assets**

19
20 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons
21 Program Statement P4500.04, Chapter 4526 for Spending Limitation of detainee funds while housed at the
22 facility located at, www.bop.gov.

23
24 Procedures shall be establish for transferring detainee funds and property upon release from the facility or
25 transfer to another facility, or when a detainee requests a funds transfer to an outside source. These
26 procedures shall be provided to the USMS for review and written approval.

27 28 **C.3.3a Detainee Property**

29
30 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons
31 Program Statement P5580.07, Personal Property, Inmate, www.bop.gov.

32
33 The Contractor shall ensure that all funds of detainees, who are scheduled for removal to a BOP facility, are
34 transferred to the BOP's Clearinghouse immediately prior to release at the following address:

35
36 Federal Bureau of Prisons
37 (Insert valid committed inmate name)
38 (Insert inmate 8 digit registry number)
39 P.O. Box 474701
40 Des Moines, Iowa 50947-0001

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

6 **C.4 Security/Control/Detainee Accountability**

8 **C.4.1 Facility Security**

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

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

22 **C.4.2 Incident Reporting**

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

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

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

3 4 **C.4.3 Detainee Disciplinary Policy**

5
6 The Contractor shall comply with the FPBDS on Disciplinary Policy. Facility authorities will take disciplinary
7 action against any detainee that is not in compliance with the rules and procedures of the facility.
8 FPBD Security & Controls Section C.12.

9 10 **C.4.4 Detainee Accountability**

11
12 A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at
13 least one count per shift. All counts shall be documented in separate logs maintained in the applicable
14 locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a
15 minimum of 30 days. FPBDS Security & Controls Section C.7.

16 17 **C.4.4.a Detainee Separation**

18
19 The contractor shall ensure persons committed to the custody of the Attorney General under a Detention Order
20 for confinement in a corrections facility separate, to the extent practicable, from persons waiting or serving
21 sentences or being held in custody pending appeal. The contractor shall review Title 18, Part II, Chapter 207,
22 USC 3142.

23 24 **C.4.5 Transportation and Outside Guard Services**

25 26 I Objectives

27
28 The contractor shall be required to provide armed guards and transportation services as required by the United
29 States Marshals Service (USMS), to transport detainees to and from Courthouse, hospitals, medical
30 visits/appointments, detention facilities, JPATS sites, and provide perimeter security.

31
32 The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer
33 immediately upon notification of detainee admission to any hospital facility. The detainee will remain in
34 contractor custody after admission and for the duration of the hospital stay or until transferred to USMS
35 custody at the discretion of USMS/COTR.

- 36
37
38 a. Contractor shall furnish the necessary security personnel to provide for the protection and
39 safekeeping of persons held under the authority of any United States statute including the
40 detention of persons who are non-resident or non-citizens of the United States.

- b. The contractor shall guard Federal prisoners/detainees confined to a medical facility for treatment as required.
- c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment by physicians.
- d. Transport/Escort Federal prisoners to and from physicians' offices or for treatment in hospitals.
- e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.
- f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities (hereinafter) referred to simply as detention facilities and the Federal Courthouse – USMS cellblock.
- g. Transporting/Escorting Federal prisoners between detention facilities.
- h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner Alien Transportation System (JPATS) airlift site.
- i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.
- j. Provide perimeter security at the contact facility.

II General Requirements

- a. The contractor shall provide adequate secured custody of prisoners requires physical control of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be sufficient to prevent escape, especially when the prisoners are not contained within the confines of a holding facility (cell) and/or restrained through the use restraining devices. The contractor is responsible for maintaining constant guard, physical control and observation of the prisoner(s) at all times.
- b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport, escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall accept Federal prisoners at any time, day or night, and any day of the week.
- c. The contractor's personnel shall be armed for duties outlined in this Section C.4.5/Transportation, unless otherwise directed by the United States Marshal or his designee. A minimum of two guards will be required when transporting prisoners.

- 1 d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or
2 COTR must be notified **IMMEDIATELY**.
- 3
- 4 e. Guards/Security personnel are not employees of the United States Government and **shall not**
5 represent themselves to be employees of the Federal Government.
- 6
- 7 f. USMS facilities that are offered for use to USMS employees are not authorized to be used by
8 Contractor personnel (i.e., fitness center, parking facilities, etc.).
- 9
- 10 g. The contractor shall provide conspicuous identification for all personnel utilized in the security,
11 guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall
12 wear business attire, unless otherwise directed by the COTR.
- 13
- 14 h. Guards must be physically fit and medically able to perform efficiently and safely the full range of
15 guard duties. Their general physical condition must in no way involve any defect which might
16 become a hazard to them selves or others.
- 17
- 18 i. The contractor shall be responsible for orientation of employees to be utilized in providing the
19 service herein described. The orientation must be sufficient to ensure all employees understand
20 and are capable of performing the duties outline in the terms and conditions of this contract.
- 21
- 22 j. **Any information provided to the Contractor regarding prisoners being guarded,**
23 **transported, or escorted shall be treated as confidential and shall not be divulged to**
24 **anyone except the COTR and/or his designee, except as otherwise provided for by State or**
25 **Federal Law.**
- 26
- 27 k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The
28 COTR shall be provided with a telephone number for use in contacting the Contractor's
29 operational desk at any time of the day or night.
- 30
- 31 l. The contractor shall provide a duty roster for all employees assigned to a specific detail. The
32 roster shall be used for reporting the signature for each employee reporting for duty. The duty
33 roster shall be submitted to the COTR by the contractor upon request and shall be maintained for
34 a minimum period of one year. If required for hospital guard details, supervisory personnel shall
35 Perform an unannounced personal contact with the assigned hospital guards (s) at least once per
36 shift and the inspection shall be recorded & maintained in the Hospital Guard Activity Log. The
37 USMS/COTR shall approve the use and format of contractor's Hospital Guard Activity Log.
38 Supervisory personnel shall make on-the-spot corrections for minor deficiencies and report
39 major discrepancies to both the Contractor and the COTR.
- 40
- 41
- 42

1 m. The contractor shall conduct background screening as required in Section C.5.3.1 of the
2 Performance Work Statement. (PWS). In addition to the requirements in Section C.5.3.1, all
3 *armed guards shall meet the requirements in Section 10 & 11.*
4

5 III Specific Requirements
6

- 7 1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior
8 reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.
9
- 10 2. The contractor may assume under normal circumstances that two guards per prisoner detail shall
11 be sufficient for purposes of maintaining security. However, the COTR shall have the authority to
12 determine when and if more or less than two (2) guards are necessary, and the contractor shall
13 comply with this determination. For hospital guard details, at least one (1) guard will be of the
14 same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1)
15 Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks
16 little or no English.
17
- 18 3. The Contractor shall be notified by the COTR or his designee of any special instructions
19 concerning the handling or transportation of prisoners/detainees. Under no circumstances shall
20 any prisoner, be allowed to have visitors or outside contacts, make/receive telephone calls, or
21 use any other electronic means of communication not approved by the United States Marshal of
22 COTR and/or his designee. Hospital visitation by family and friends of patient prisoners shall not
23 be permitted. The United States Marshal may authorize visits by family members under certain
24 circumstances such as terminal or major illness. During such cases, security procedures still
25 apply. Patient prisoners are not allowed to receive money and/or commodities, parcels,
26 packages, mail and/or correspondence. Any such items received at the hospital will be delivered
27 to the USMS for security inspection and clearance.
28
- 29 4. The Contractor shall provide other guard services as may be necessitated by operational
30 circumstances or as directed by the United States Marshal or COTR. Such services may include
31 assisting Deputy U.S. Marshal in transporting/escorting Federal prisoners between detention
32 facilities and the Federal Courthouse – USMS cellblock, transporting/escorting prisoners
33 between detention facilities and the JPATS airlift site, transporting/escorting prisoners between
34 detention facilities and medical appointments/treatment, transporting/escorting prisoners to
35 medical facilities or hospitals, or assisting in providing guard services within the Federal
36 Courthouse, Federal Courtrooms, and the USMS cellblock.
37
- 38 5. The Contractor shall be responsible for the purchase of guard handguns and related equipment
39 at no cost to the Federal Government. The use and approval of type of handguns will only be
40 required as may be directed by the COTR or his designee. Guards may use personally owned
41 handgun. However, all guard handguns and holsters will meet the following minimum criteria:
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1. Revolvers:
 - a. Double-action, containing an internal hammer drop safety feature that is overcome when the trigger is pulled in such a manner as to fire the firearm.
 - b. Six shot minimum capacity.
 - c. .38 caliber or larger (.357 is only magnum authorized).

2. Semi-automatic Pistol:
 - a. An internal or external mechanism, other than the trigger, that Allows the weapon to return to the double-action mode or Manufacturer's intended carry mode without allowing contact of The firing pin with the cartridge primer. The method of keeping the firing pin from striking the cartridge primer will be at least a fixed firing pin block/safety that blocks the firing pin and remains in the forward path of the firing pin until the trigger is pulled in such a manner as to fire the weapon.
 - b. Cartridge capacity of at least six rounds.
 - c. 9mm x 19mm or larger (not .380 ACP).

3. Holsters:
 - a. Designed to be worn on the strong-side hip.
 - b. Cover the trigger guard.
 - c. Be weapon specific (i.e., be designed specifically for the weapon or family of weapons, so as to insure a proper fit).
 - d. Allow one-handed drawing and re-holstering of the weapon by the user.
 - e. The holster must not allow upward pressure on any exposed portion of the muzzle to result in ejection of the weapon (i.e., belt slide, yaqui slide, or skeletonized holsters must have a thumb-break or strap).
 - f. Secure the handgun with a minimum of one retention device in the form of a strap, thumb-break, finger-break, tension screw, or other method that retains the weapon via either a physical block or through pressure on the weapon. The retention device cannot require that the user insert his or her finger into the trigger guard to release the weapon.

6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handgun (USMS Policy Directive No. 2.51 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall the

1 Contractor bill for any hours or related costs associated with the weapons proficiency
2 testing.
3

4 7. If a guard assigned to duties under this contract is an off-duty law enforcement officer from
5 a bona fide law enforcement agency, then a yearly weapons qualification form certifying
6 firearms proficiency from that agency is acceptable.
7

8 8. The Contractor shall be responsible for providing restraining devices to be placed on all
9 Federal prisoners while in the Contractor's custody. The Contractor restraints shall be of
10 Hiatt, Smith & Wesson, Peerless or American brand. Prisoners being transported and/or
11 escorted shall be restrained using a waist chain, handcuffs, and leg irons. For security
12 purposes, it is highly recommended that a black or blue box be used in conjunction with
13 the waist chain and handcuff. Specialty restraints (i.e., tether & control straps, thumb
14 cuffs, flex-cuffs, restraint chairs, etc.) will not be used unless specifically authorized by the
15 United States Marshal. Leg irons will be used on prisoners confined to a hospital which
16 does not have a jail ward. If leg irons must be removed for medical or other compelling
17 purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not
18 be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed
19 from a prisoner undergoing medical care or when he or she bathes or showers. When
20 compelling medical reasons dictate and upon approval of the United States Marshal,
21 restraining devices will not be used. Leg irons will not be placed over boots.
22

23 9. Contractor shall be responsible for ensuring that all security personnel have been
24 properly immunized and received a tuberculin skin test at no cost to the Federal
25 Government.
26

27 10. The Contractor shall comply with the requirements of the State of New York Department of
28 Consumer Affairs and the regulations of the Bureau of Security and Investigative Services.
29 Supervisors and guards will have current New York State guard registration cards or
30 certification, or bona fide law enforcement agency identification. All armed guards will
31 have and maintain a current permit authorizing them to carry a firearm.
32

33 11. Guards shall have the following minimum qualifications:
34

- 35 a. Armed guard – A minimum of three (3) years law enforcement experience as a
36 law enforcement officer.
- 37 b. Be 21 years or older.
- 38 c. Speak, read, and write English.
- 39 d. Possess a valid driver's license.
- 40 e. Be emotionally stable with no past history of emotional or mental illness.
- 41 f. Present a respectable appearance and adhere to reasonable grooming
42 standards as determined by the USMS.

- g. Be free of misdemeanor or greater convictions for crimes of violence (Lautenberg Statute).
- h. Currently not under any court restraining order.
- i. Free from alcohol and drug dependency.
- j. Free of illegal drug use.
- k. Trained and qualified in the use of an approved handgun.
- l. Trained and qualified to carry Oleoresin Capsicum (OC) aerosols if applicable.
- m. Physically able to perform the full range of duties without limitations as described in the Performance Work Statement.

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

C.4.6 Escapes

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

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

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

C.4.7 Collect and Disseminate Intelligence Information

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

C.4.8 Provide Security Inspection System

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

1
2 **C.4.9 Institutional Emergency Readiness**
3

4 The contractor shall submit (not later than 60 days prior to requested NTP an institution emergency plan.
5 The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified
6 without the written concurrence of the COTR. *The plan must contain written agreements with appropriate*
7 *state and local authorities that provide for notification and requests for assistance in the event of incidents*
8 *that may have an adverse impact on the community.*
9

10 The plan shall also include provisions for one or more disturbance control teams. Protective clothing and
11 equipment for each team member and 30 percent of all additional facility staff members shall be provided by
12 the Contractor, and maintained in a secure location outside the secure perimeter of the facility. Any decision
13 by the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the discretion of
14 the Federal Government. The Contractor shall reimburse the Government for any and all expenses incurred in
15 providing such assistance. *FPBDS Security and Control Section – C.14.*
16

17 The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons,
18 munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this
19 contract. The COTR, prior to issuance of the NTP, shall approve the intervention equipment. The approved
20 intervention equipment inventory shall not be modified without prior written approval of the CO. (Use of any
21 chemical agents, stun technology, etc. must be covered by written policy and procedures and staff adequately
22 trained in such use).
23

24 The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal
25 government and the FPBDS Use of Force. *FPBDS and DOJ Use of Force policy.*
26

27 **C.5 Workforce Integrity**
28

29 **C.5.1 Facility Staff**
30

31 It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of
32 professionalism and personal integrity.
33

34 The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the
35 Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to
36 standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on
37 the reporting and investigating Standards of Conduct violations. *FPBDS Workforce Integrity Section – H.*
38

39 **C.5.2 Staff Resources**
40

41 The Contractor shall establish an overall written training program for all employees which incorporates, at a
42 minimum, the training requirements set forth in the ACA standards and the FPBDS. The Contractor shall

1 develop and implement a comprehensive staff training program addressing the institution's sexual
2 abuse/assault prevention and intervention programs. Written policy, procedure and practice shall provide that
3 all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as
4 part of the institution's in-service training plan. FPBDS Workforce Integrity Section – H.2.

5
6 *Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case
7 managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator officials,
8 health/mental health care providers, etc.).*

9
10 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control
11 instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-
12 approved federal, state, or county training academy or program. The use and carrying of weapons for training
13 shall meet all federal, state, and local laws and regulations. The training plan should be submitted at time of
14 proposal. Any change to the Contractor's training plan is required to be submitted in writing to the COTR for
15 review and approval prior to implementation. FPBDS Workforce Integrity Section – H.2.

16 17 **C.5.3 Personnel Requirements**

18
19 The contractor shall develop and maintain a Personnel Policy Manual specific to this contract.
20 FPBDS Workforce Integrity Section – H.

21 22 **C.5.3.1 Employment Procedures**

23
24 The Warden or designee shall be the contractor's contact person for all matters regarding the processing of
25 contractor's personnel.

26
27 Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps are
28 completed for each applicant, full time or part time, as listed below and provided to the COTR for forwarding to
29 the USMS' HQ Security Office:
30

- 1
- 2 1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act
- 3 (DOJ 555 Disclosure and Authorization Form)
- 4 2. Provide results of criminal history check (National Crime Information Center (NCIC) and National
- 5 Law Enforcement Telecommunication System (NLETS) check performed on prospective
- 6 employee.
- 7 3. Conduct a pre-employment interview.
- 8 4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
- 9 5. Certify the applicant has met residency requirements (See below - Other Requirements)
- 10 6. Complete and submit FBI fingerprint forms
- 11 7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
- 12 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P.
- 13 9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S).
- 14 10. Voucher the applicant's employment record for the past five years.
- 15

16 The determination for employment suitability must be made using the USMS' current Guidelines of
17 Acceptability.

18
19 Based on steps 1 - 9 and the Guidelines of Acceptability, the contractor will determine if the applicant is
20 suitable for employment. The Warden shall certify that steps 1 - 9 have been completed with satisfactory
21 results and submit this certification with the applicant's information through the COTR to the USMS for
22 conditional approval. The applicant's information shall include the following: full name, date of birth, social
23 security number and position applied for. The USMS' Security Office will perform Step 10 prior to issuing
24 conditional approval to the COTR, who will then notify the facility. After receiving the USMS' conditional
25 approval, the contractor shall proceed with the following steps:

- 26
- 27 11. Notify COTR within 24 hours of actual EOD and of Limited Background Investigation (LBI)
- 28 initiation.
- 29
- 30 12. Perform a Law Enforcement Agency Check for the past five years as part of LBI
- 31 Positions requiring the OPM Form 85P-S, or equivalent, are those employees required to carry
- 32 firearms during the course of their employment.
- 33

34 Contractor responsibilities subsequent to EOD date:

- 35
- 36 13. Provide LBI report to COTR for review and forwarding to USMS HQ Security Office.
- 37

38 The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have
39 contact with federal detainees under the terms of this contract. No individual who is under supervision or
40 jurisdiction of any parole, probation or correctional authority shall be employed.

1 Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve
2 derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited
3 Background Investigations and Periodic Reinvestigation. The contractor shall make a determination regarding
4 the employee's suitability for employment under this contract. Investigations with little or no derogatory
5 information will be reviewed and forwarded to the COTR within 90 days of the investigation completion date.
6 Investigations requiring resolution of derogatory information will be forwarded within 180 days of the
7 investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested
8 from the COTR. Upon receipt, review and resolution of any derogatory information contained in the
9 reinvestigation report, the Warden shall forward to the COTR a written final determination regarding the
10 employee's continued employment under this contract. A copy of the reinvestigation report results shall be
11 attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated as
12 prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.

13
14 The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these
15 records available to the USMS upon request.

16 **C.5.3.2 Waivers**

17
18
19 If the applicant does not meet the USMS' Guidelines of Acceptability, and is still a desirable employee, the
20 contractor may request a written waiver to the Guidelines, submitted to the COTR, which includes:

- 21
22 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;
23 B. Reason(s) why the applicant should receive further consideration; and;
24 C. Availability of other suitable applicants.

25 **C.5.3.3 Other Requirements**

26
27
28 The contractor must ensure all employment practices are in accordance with U.S. Department of Labor
29 requirements in addition to state and local requirements. Contractors are advised that the following labor
30 requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor
31 Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and
32 Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract Act-
33 Price Adjustment (Multiple Year and Option Contracts).

34
35 The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic
36 violence.

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

8
9 For non-citizen applicants or subcontractors, the contractor must seek approval from the COTR. Non-citizen
10 applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of
11 Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).

12
13 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a
14 position: (1) resided in the United States three of the past five years; (2) worked for the United States overseas
15 in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas.
16 The USMS will have final approval for non-citizen and non-residency employment for all potential employees
17 and subcontractors.

18
19 The contractor shall maintain verification of training and experience which shall include credentials for all
20 professional staff. All credentials shall be kept current and maintained for the duration of the individual's
21 performance under the contract.

22 23 **C.5.3.4 Employment Agreement**

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

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

1
2 **C.5.3.5 Staffing**
3

4 The following are key personnel with respective minimum qualification requirements the contractor should
5 consider as critical for performance of the contract. The contractor may use other titles. Contractors who
6 propose not to provide these positions must explain how required services will be provided. Within 15 days of
7 contract award, the contractor shall submit a written request to the COTR for conditional contractor
8 employment approval of the, Project Coordinator, Warden(s) and Associate Warden(s). The fifteen day period
9 may be extended for the Warden(s) and Associate Warden(s) positions, if requested in writing by the contractor
10 and approved by the CO.

11
12 Project Coordinator - Knowledge and experience within the last five years in planning and executing similar
13 contract requirements as contained within this PWS.

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

19
20 Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing
21 a detention and/or correctional facility. The individual shall have minimum of 10 years experience in detention
22 or corrections with experience in the management of a detention or correctional facility at the level of mid-
23 management.

24
25 The essential personnel listed below are commonly referred to as department heads with the following
26 qualification requirements considered critical for the performance of this contract: knowledge of program
27 objectives, policies, procedures and requirements specific to their department. A minimum of five years
28 experience specific to their department is *recommended*.

- 29
30 Administrator, Religious Services
31 Unit Management Team
32 Chief, Detention/Correctional Services
33 Computer Services Manager
34 Detention/Correctional Shift Supervisors
35 Intelligence Officer
36 Facilities Manager/Administrator
37 Food Service Administrator
38 Inmate Systems/Records Office Manager
39 Medical Services Administrator
40 Quality Control Specialist
41 Safety/Environmental Specialist
42

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

3
4 Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and
5 for each post, shall be maintained for the facility for six years.

6
7 The Contractor shall provide to the COTR the facility's staffing plan and report annually any and all expected
8 and existing vacancies. The initial operating staffing plan shall be maintained throughout the term of the
9 contract which depicts the number, type and distribution of staff. Written requests to change the number, type
10 and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to
11 implementation. The Contractor's failure to submit to the COTR their annual vacancy status report and written
12 requests for staffing plan changes may result in a deduction on the invoice. The USMS may calculate the
13 deduction retroactive to day one of the vacancy, excluding the days for the USMS' conditional approval
14 process, starting on the day of receipt and concluding on the day conditional approval is granted.

15
16 **C.5.3.5a Personnel**

17
18 The number, type and distribution of staff as described in the contract staffing plan shall be maintained
19 throughout the term of the contract. Written requests to change the number, type and/or distribution of
20 staff described in the staffing plan shall be submitted to the Contract Officer (CO) for approval prior to
21 implementation. The staffing levels shall be at times 100% of the approved staffing plan.

22
23 The Contractor failure to fill any individual position within 60 days of the vacancy **may** result in deduction from
24 the monthly invoice. The CO **will** calculate the deduction retroactive to the day of the vacancy, excluding the
25 days for the government conditional approval process, starting on the day of receipt and concluding on the day
26 conditional approval is granted.

27
28 Each month, the contractor shall submit to the COTR current average monthly vacancy rate, and indicate any
29 individual position that have been vacant for more than 60 days and any efforts made by the contractor to fill
30 the vacancy.

31
32 **C.5.3.5b Key Personnel**

33
34 All key personnel are full-time employees. They work on-site at the facility. Key personnel shall devote 100
35 percent of their working time to the federal contract. The contractor shall identify to the COTR/CO key
36 personnel employed at the facility.

- 37
38 1) Full-time employment is 40 hours per week on-site.
39
40 2) The contractor shall staff four key personnel positions. They are the Warden,
41 Associate Warden, and Project Coordinator.
42

1 The Contract Officer shall approve changes of the key personnel before they are employed in a key personnel
2 position.

3
4 The contractor shall staff all key personnel positions throughout the performance of the contract. The
5 contractor shall notify the COTR/CO in writing if key personnel vacate a position permanently and indicate
6 when a replacement will be made. The notification shall occur five days after the vacancy.

7 8 **C.5.3.5.1 Subcontractors**

9
10 Definitions:

11
12 Full-time subcontractor - an individual performing work in the contract facility which requires
13 performance in excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2
14 hours per week, 3 days per week) or in a one month period.

15
16 Part-time subcontractor - an individual performing work in the contract facility which requires
17 performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week,
18 3 days per week) or 29 days. Part-time subcontractors are to be escorted at all times while in the facility
19 or, if outside the facility, if the possibility exists of coming into contact with detainees.

20
21 The contractor shall develop written procedures for the security and supervision of subcontractors that work on
22 this contract. The procedures shall include record keeping, identification badges and escort protocols. The
23 contractor shall include these procedures in the contractor's personnel procedures manual.

24
25 The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section C.5.3.1) for
26 each full-time subcontractor.

27
28 The contractor, at a minimum, must complete the following for all part-time subcontractors:

- 29
30 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
31 2) Conduct criminal history background information, e.g., National Criminal Information Center
32 (NCIC/NLETS) and law enforcement checks; and

33
34 The contractor shall use the current USMS' Guidelines of Acceptability when determining subcontractor
35 employment. In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the
36 following circumstances:

- 37
38 A. Knows any person or has any relatives who are currently incarcerated in the facility;
39 B. Has any criminal charges currently pending;
40 C. Is currently under any incarceration order, probation, or court supervision.

1 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains authority
2 to approve all subcontractors who have contact with federal detainees under the terms of this contract.

3 4 **C.5.3.5.2 Volunteers**

5
6 The contractor shall develop written procedures for the use, security and supervision of volunteers. The
7 procedures shall outline record keeping, identification badges and escort protocols. The contractor shall
8 include these procedures in the Personnel Policy Manual. FPBDS
9 Workforce Integrity Section – H.2.4b

10
11 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.

12
13 The contractor shall complete the following for each volunteer working in the facility:

- 14
15 1. Name and personal information, e.g., address, date of birth, social security number
- 16 2. FBI Fingerprint Cards
- 17 3. Conduct criminal history background information, e.g., NCIC/NLETS and law
18 enforcement checks

19
20 The contractor, at a minimum, shall review the following: the volunteer's personal information and criminal
21 background information (i.e., NCIC and law enforcement agency checks) to determine if the applicant is
22 suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into the facility.

23
24 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to
25 approve all volunteers who have contact with federal detainee under the terms of this contract.

26 27 **C.5.4 Standards of Conduct**

28
29 The contractor shall develop written Standards of Conduct on employee conduct, ethics and responsibility.
30 The contractor's Standards of Conduct shall include those standards defined in Section J. These standards
31 shall be a part of the Personnel Policy Manual. The contractor shall document and ensure that all employees
32 review the Standards of Conduct annually. In addition to employees, subcontractors and volunteers are also
33 required to adhere to the Standards of Conduct at all times. Employees, subcontractors, and volunteers shall
34 receive Standards of Conduct Training as part of their individual institutional familiarization and annual training.
35 Notices explaining employee's rights to report misconduct and contact information for all investigative
36 authorities of competent jurisdiction shall be prominently displayed.

37
38 The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with
39 procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in any
40 investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations under
41 applicable law, to conduct investigations of any alleged misconduct that adversely impacts the programs or
42 operations of the DOJ and USMS including the care, custody, health and safety of detainees and USMS staff

1 or, where applicable, the correctional institution and to withdraw final employment approval authority for any
2 employee as warranted by Standards of Conduct violations.

3
4 The USMS may occasionally offer training in investigative techniques and the reporting of Standards of
5 Conduct allegations. The contractor may send staff to this training at the level and numbers determined by the
6 USMS and at the contractor's expense.

7 8 **C.6. Health Care Services**

9 10 **C.6.1 Health Care Services Program**

11
12 The Contractor shall ensure that detainees are provided all in house medical, dental, and mental health
13 services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of quality
14 established by the ACA Standards for Health Services, the FPBDS and the National Commission on
15 Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to all applicable federal,
16 state and local laws and regulations governing delivery of health services in accordance with USMS' Prisoner
17 Health Care Standards (Pub. 100) and the USMS' Health Care policies (i.e., Reproductive Health Care for
18 Female Prisoner's Policy 9.16, Mental Health Services for Prisoners Policy 9.18 and Prisoner Health Care
19 Policy 9.15. Questions on standards will be resolved by the Office of Interagency Medical Services (OIMS),
20 PSD in conjunction with the Contracting Officer. FPBDS
21 Health Care Section B.

22 23 **C.6.2 Health Care Service Providers**

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

29 30 **C.6.3 Facility Health Care Services to Detainees**

31
32 All in house health care services shall be provided within the appropriate clinical setting. The Contractor shall
33 establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.). The types
34 *of inside medical specialty clinics offered shall be determined by a review of medical utilization data. A joint*
35 *initial and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare resource needs.*
36 The Contractor in-house medical staff shall also hold chronic care clinics as appropriate (i.e. diabetes, COPD,
37 anti-coagulation, etc.).

38
39 The contractor shall establish protocols for using local Physicians, Medical Facilities, and Community -
40 Based Programs for providing methadone detoxification maintenance for detainees. The contractor shall
41 establish local protocols for evaluating detainees who require methadone maintenance. The Physician,
42 Medical Facility and Community-Based Methadone Program shall have a current methadone license to

1 operate and the Methadone Treatment facility shall be within a 20 mile radius of the contract facility for
2 transportation purposes.

3
4 The contractor is responsible for the costs of all health care provided inside the contract detention facility,
5 including prescription drugs. The Contractor shall utilize USMS established managed care provider networks
6 where available. Where none are available, the Contractor will coordinate in advance with OIMS before
7 establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements with
8 local health care providers to provide emergency medical care and medically necessary health care provided
9 outside the facility. The contractor shall notify all outside medical care providers in advance that the rate of
10 reimbursement for USMS' detainees is not to exceed Medicare rates.

11
12 The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided
13 by off-premises health care providers. The contractor shall direct all off-premises health care providers to
14 submit bills for USMS' detainees directly to the contractor for review and submission to the appropriate USMS'
15 District Office for certification, processing and payment to the third party providers. All medical billing incurred
16 for ICE and BOP detainees will be directed to ICE or the BOP for review and payment.

17
18 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' detainees shall require pre-
19 authorization through the COTR in consultation with OIMS to ensure consistency with USMS' Prisoner Health
20 Care Standards. If a USMS' National Managed Care System is established, pre-authorization will be handled
21 through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for the unauthorized
22 medical care. Outside emergency care requires a confirmatory notification the next business day to the USMS'
23 District Office.

24
25 The Contractor shall have written plans and procedures for providing prisoner access to medical, mental health
26 and dental services for the facility per USMS' standards. The plans shall include, but are not limited to the
27 following:

- 28
29
- 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
 - Receiving screening;
 - Health appraisal examination;
 - Daily triage of complaints;
 - Sick call procedures;
 - Special medical programs and services for, but not limited to, detainees with chronic needs or requiring convalescent care;
 - Mental health care;
 - Staffing/health care specialists;
 - Ancillary services including radiology, laboratory, etc.;
 - Routine dental services;
 - Pharmaceutical services and supplies;
 - Durable medical equipment;
- 30
31
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41

- Pre-authorized optometry services;
- Health education;
- Medical diets;
- Infectious disease surveillance and control;
- Quality improvement program;
- Video conferencing for medical consultations.

C.6.4 Detainee Health Records

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

C.6.5 Dental Care Services to Detainees

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

C.6.6 Mental Health Services On-site for Detainees

All new detainees will receive an initial mental health/psychological screening within 24 hours of arrival at the facility. The Contractor will ensure that detainees have access to psychological/ psychiatric services and employ appropriate intervention measures for detainees determined to have urgent mental health related needs, to include suicide watch as ordered. The contractor must immediately notify the U.S. Marshal and OIMS when the contractor has significant concerns related to a prisoner's mental health status. All mental competency studies are to be conducted, under Federal Court order through the BOP. FPBDS Health Care Section – B.1.4, B.1.5, & B.1.5e.

C.6.7 Suicide Prevention Program

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

C.6.8 Infectious Disease Prevention and Control Program

The Contractor shall have comprehensive infectious disease prevention and control program in place in

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

10 **C.6.9 Detainee Death**

11
12 In the event of a detainee death, the Contractor shall immediately notify the COTR, or the Duty Officer and
13 local law enforcement officers. The Contractor shall submit a written report to the Marshal within 24 hours. The
14 Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the
15 fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file.
16 *Personal property of the deceased shall be inventoried and forwarded to the designated family member, the*
17 *nearest of kin or the Consular Officer of the detainee's country of legal residence.*
18

19 If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and
20 the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the
21 local jurisdiction to request a review of the case, and if necessary, examination of the body.
22

23 The Contractor shall establish coroner notification procedures outlining such issues as performance of an
24 autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of
25 the body. All costs associated with an autopsy are normally the responsibility of the coroner's office. The
26 government is financially responsible for preparation and shipment of the body (if required) to the appropriate
27 next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family
28 *member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.*
29

30 FPBDS Health Care Section – B.8.

31 **C.7 Food Service**

32
33 The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner
34 while identifying, developing and managing resources to meet the operational needs of the food service
35 program.
36

37 The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in
38 accordance with the FPBDS on Food Service. FPBDS Food Services Section – D.
39

40 **C.8 Detainee Services and Programs**

41 **C.8.1 Detainee Mail and Correspondence Service** 42

1
2 The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject
3 to the limitations required for the safety, security, and orderly operation of the facility. The mail service will
4 meet all requirements of the FPBDS on Correspondence and Other Mail. FPBDS Detainee Mail and
5 Correspondence Section – G.10.
6

7 **C.8.1a Detainee Visitation**

8

9 Sufficient space shall be provided for detainee visiting. There shall be adequately designed space to
10 permit appropriate security screening and searching of both detainees and visitors. Space shall be
11 provided for the storage of visitors' coats, handbags, and other personal items not allowed into the visiting
12 area. FPBDS Visitation Privileges – G.9.
13

14 The contractor shall not allow any contact visits without the prior written approval of the USMS. Visitation
15 shall be non-contact, in a room designed to meet non-contact visitation integrity. All visitors, including
16 attorneys shall have prior written approved from the USMS prior to visit of the detainee. The contractor
17 shall not allow any hospital/medical visitation without the prior written approval of the USMS.
18

19 **C.8.2 Multi-Denominational Religious Services Program**

20

21 The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and
22 equitable opportunity to practice their respective faiths. The religious services program will comply with all
23 elements of the FPBDS on Religious Practices. FPBDS Religious Practices Section – G.2.
24

25 **C.8.3 Detainee Recreation Program**

26

27 The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility.
28 The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all
29 recreation activities. FPBDS Services and Programs – Section G.5.
30

31 **C.8.4 Commissary**

32

33 A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to
34 purchase from the commissary at least once per week.
35

36 The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales
37 tax to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed
38 for commissary operations shall be used solely to benefit detainees at the facility. Any expenditure of
39 funds for this purpose shall be made after approval by the USMS/COTR or CO. ALDF -
40 Commissary/Canteen 4-ALDF-5C-25 & 26.
41

1 Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts).
2 Outside funds or those generated from work may be used to pay for products and services from the
3 commissary.
4

5 **C.8.5 Detainee Telephone System**

6

7 Provide detainees with reasonable and equitable access to telephones as specified in the FPBDS on
8 Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record
9 detainee conversations. If detainee telephone conversations can be monitored under applicable law, the
10 Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also
11 provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their
12 attorneys.
13

14 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal,
15 state and local telephone regulations. Any income received by the contractor as a result of prisoner
16 telephone calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall
17 offset the cost of this contract. The contractor shall retain copies of any contracts between the contractor
18 and the detainee telephone system provider(s). The contractor shall retain copies of all documentation in
19 support of any agreement that the contractor has regarding income, refunds, rebates and other monetary
20 or non-monetary reimbursements involving the detainee's telephone system. The contractor shall also
21 provide copies of all invoices and other documentation of expenses incurred and incomes received in
22 regards to the detainee's telephone system with its monthly request for contract payment and apply the
23 credit against the monthly payment. FPBDS Services and Programs Section – G.8.
24

25 **C.8.6 Detainee Work Program**

26

27 Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor and
28 approved by the USMS. The detainee work plan must be voluntary, and may include work or program
29 assignments for industrial, maintenance, custodial, service or other jobs. USMS' detainees may not be
30 required to work. USMS' detainees may volunteer to work within the secure confines of the contract facility if
31 they sign a waiver of their right not to work. USMS detainees with suicidal tendencies, attempted escapes or
32 escape history, violent history, gang affiliations or with retainers for pending charges with other local, state or
33 federal agencies will not be considered for the volunteer program. USMS' detainees are not permitted to act
34 as Trustees and they may not work in positions that permit unsupervised contact with segregated prisoners or
35 detainees of the opposite sex. The USMS' detainees are restricted from operating equipment that may expose
36 the prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools
37 which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other
38 inmates.
39

40 USMS detainees will not have access to prisoner or employee records. In addition, the contractor will ensure
41 that detainees who volunteer to work are denied access to prescription medications. USMS detainees must
42 obtain required medical clearances before working in the food service areas. The detainee work program shall

1 not conflict with any other requirements of the contract and must comply with all applicable laws and
2 regulations. Detainees shall not be used to perform the responsibilities or duties of an employee of the
3 Contractor. *Appropriate safety/protective clothing and equipment shall be provided to detainee workers as*
4 *appropriate.* Detainees shall not be assigned work that is considered hazardous or dangerous. This includes,
5 but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic
6 substances and unusual physical demands.

7
8 Volunteer detainee workers shall be paid identical rates of pay as those established by BOP Program
9 Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operations memorandum 128-
10 90(5251) dated September 17, 1990. While this Operations Memorandum indicates that it has been cancelled,
11 it remains in effect and has not been updated.

12 See Section J.

13
14 USMS detainees shall be required to participate in normal housekeeping duties which help ensure the
15 cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure
16 that USMS' detainees keep their living areas clean. FPBDS Services and Programs Section – G.3 & G.4.

17 18 **C.8.7 Special Needs of the Female Detainee Population**

19
20 The Contractor shall ensure that it addresses health care needs of female detainees. The Contractor shall
21 provide programs and services relative to the female gender. Female detainees shall be supervised within the
22 facility by at least one female correctional officer per shift. ALDF – Security
23 4-ALDF-2A-08. FPBDS Health Care Section – B.3.

24 25 **C.8.8 Law Library**

26
27 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a
28 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the
29 FPBDS.

30
31 Detainees shall be assisted in making confidential contact with attorneys and their authorized
32 representatives. Such contact shall include, but not limited to, telephone communications, uncensored
33 correspondence, and legal visits. FPBDS

34 35 **C.8.9 Translators and Bilingual Staffing**

36
37 When the federal detainee population is predominantly Spanish speaking, the contractor shall ensure that its
38 line staff is sufficient in the Spanish language. Further, the responsibility for providing necessary translators or
39 bilingual personnel for communication with federal detainees who do not speak or comprehend the English
40 language is with the contractor. Other than emergency situations, federal detainees shall not be used for
41 translation services.

1 **C.9 Physical Plant**
2

3 The facility operation and maintenance shall ensure that detainees are housed in a safe, secure and humane
4 manner. All equipment, supplies and services shall be Contractor furnished except as otherwise noted.
5

6 The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated
7 and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines
8 and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the
9 most stringent shall apply. In the event there is more than one reference to a safety, health or environmental
10 requirement in an applicable law, standard, code, regulation or Government policy, the most stringent
11 requirement shall apply. The institution shall provide housing configurations commensurate with the security
12 needs of the population.
13

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

16 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which
17 stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date
18 of proposal submission of one of the following codes:
19

- 20 A. The Uniform Building Code (UBC), with the state of facility location's Amendments
- 21 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- 22 C. The Standard Building Code (SBC)
23

24 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC,
25 then the facility shall comply with the BOCA NBC.
26

27 No matter whether new construction or existing physical plant, fire protection and life safety issues shall be
28 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life
29 from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between
30 NBC and NFC, NFC shall apply.
31

32 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic
33 Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety
34 requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992
35 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum
36 standards. If the code applicable for the state in which the facility is located be more stringent than the other
37 codes set forth herein, the state code shall prevail.
38

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

1
2 Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation
3 and regulations established to protect the human or physical environment and to ensure public opportunity for
4 review. The Contractor shall remain in compliance with federal statutes during performance of the contract
5 including, but not limited to the following acts: Clean Air, Clean Water, Endangered Species, Resources
6 Conservation and Recovery, and other applicable laws, regulations and requirements. The Contractor shall
7 also comply with all applicable limitations and mitigation identified in any Environmental Assessment or
8 Environmental Impact Statement prepared in conjunction with the contract pursuant to the National
9 Environmental Policy Act, 42 U.S.C. 4321.

10
11 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all
12 spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any
13 waste, whether sudden or gradual, caused by or arising under the performance of the contract or any
14 substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation,
15 the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the
16 contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law
17 or regulation established to protect the human or physical environment.

18
19 The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or
20 causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a
21 detainee, visitors, or any third party.

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

25
26 A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes,
27 regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and
28 Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.

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

38
39 As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location
40 during construction and contract performance. These updates shall be provided to the CO within 30 days of
41 any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels;
42 steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to receipt of

1 the NTP, the Contractor shall provide the COTR and CO with copies of all certificates of compliance indicating
2 that the facility has met all applicable federal, state and local applicable codes. When these certificates are
3 renewed or updated, copies must be provided to the COTR and CO to show continued compliance. Two
4 copies of the as-built drawings shall be provided to the COTR later than 90 days after issuance of the NTP.
5

6 Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor
7 shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to
8 rebuild or restore the institution. FPBDS Physical Facility and Equipment Section – F.7.
9

10 The government anticipates a nominal number of staff will be on-site to monitor contract performance and
11 manage other government interests associated with operation of the facility. The Contractor shall provide an
12 on-site enclosed office space for USMS' staff. All office and multiple use space shall be complete with
13 appropriate electrical, communication, and phone connections.
14

15 Government space shall be climate controlled and located consistent with the administrative office space for
16 the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee
17 housing units and the centralized visiting area. The Contractor shall be responsible for all maintenance,
18 security and costs associated with space designated for Government staff.
19

20 The Contractor shall provide no less than one (1) parking space for DOJ's staff use.
21
22

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-C-8-0004).

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 re-performance, the Government may (1) *require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.*

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

E.2 CONTRACTOR QUALITY CONTROL PLAN

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

E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

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

the Contracting Officer (CO) addressing corrective/preventive actions taken. The OFDT's QAP is not a substitute for quality control by the contractor.

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

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

E.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

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

E.5 FACILITY REVIEW (YEARLY)

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

(a) **Review Process** - A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-Risk" performance ratings, the facility will undergo a follow-up review phase. If all of the facility's reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans.

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

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession

- Lack of operating efficiency
- Failure to meet program objectives
- Nonconformance with a key standard within the Performance-Based Detention Standards

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

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

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

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

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

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

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

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

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

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

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

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

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention Standards and is unlikely to meet those requirements in the foreseeable future without substantial

corrective action. The level of performance in the aggregate fails to meet the performance standards: deficiencies require immediate corrective actions.

(h) **Review Conclusions:**

- (1) **Review of Initial Review Report** – The Review Board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the Review Team Coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings that appear inconsistent with the report narrative.
- (2) **Transmittal of Report to Contractor** – The Review Team Coordinator will make the stipulated report changes within 10 days after receiving comments from the Review Board, and will transmit the updated report to the Review Board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the Review Team Coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the Review Team Coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The Review Team Coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report's issue. The facility Review Team Coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.
- (3) **Appeals of Review Findings** – If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the Review Board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The Review Board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the Review Board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the Review Team Coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the Review Team Coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report's issue.

(i) Follow-up Review

- (1) **Communication of Corrective Actions Needed** – For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the Review Team Coordinator and Contracting Officer within 30 days of the final facility review report's issue. The Review Team Coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies.
- (2) **Review of Completed Corrective Actions** – The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the Review Team Coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The Review Team Coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an "Acceptable" level. The Review Team Coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.
- (3) **Follow-Up Review Report** – No later than 14 days after the end of the follow-up inspection, the Review Team Coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and Review Board. If no on-site review is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an "Acceptable" performance level or better. If the Review Team Coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, and the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.
- (4) **Appeals of Follow-Up Conclusions** – If the Review Team Coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility's improvements meet the corrective actions prescribed. The Review Board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the Review Board's decision, if the Review Board agrees with the contractor's argument. The follow-up review and facility

review will be closed and the Contracting Officer and the contractor will be notified of the closure. The next facility program reviews will be scheduled.

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

E.6 INSPECTION BY REGULATORY AGENCIES

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

E.7 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the COTRs and the CO on a regular basis as determined *necessary by the CO. These meetings will provide a management level review and assessment of contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The contractor is responsible for the preparation of the meeting minutes. The contractor's representative shall sign the written meeting minutes and OFDT's representative.*

E.8 INSPECTION AND RECEIVING REPORT

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

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

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

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

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

F.2 PERFORMANCE

(a) Within 90 days of contract award, the contractor must be determined by the OFDT to be in compliance with contract requirements and capable of assuming full responsibility for performance.

This may occur earlier at the request of the contractor, but only if the OFDT determines the contractor is capable of accepting detainees.

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

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

Contract performance shall begin upon written issuance of the NTP signed by the CO. Acceptance of detainees by the contractor shall be immediately after the issuance of the NTP. For the purpose of this solicitation, "contract award" is defined as the date the award document is signed by the CO.

(b) The anticipated periods of performance include:

Base Period:	January 1, 2008 through December 31, 2009
Option Period 1:	January 1, 2010 through December 31, 2011
Option Period 2:	January 1, 2012 through December 31, 2013
Option Period 3:	January 1, 2014 through December 31, 2015
Option Period 4:	January 1, 2016 through December 31, 2017

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

G.1 CONTRACTING OFFICER

Michael Moran
Office of the Federal Detention Trustee
4601 North Fairfax Drive, Suite 910
Arlington, VA 20530
Fax: 202-353-4611
E-Mail: Michael.Moran2@usdoj.gov

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

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

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

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

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

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

G.3 INVOICE PREPARATION AND SUBMISSION

In consideration for the contractor's satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice to be submitted to the COTR at the address listed above must include:

- (6) Name and address of the Contractor;
- (7) Invoice date and number;
- (8) Contract number, contract line item number;
- (9) Description, quantity, unit of measure, unit price and extended price of the services provided;

- (10) Terms of any discount for prompt payment offered;
- (11) Name and address of official to whom payment is to be sent;
- (12) Name, title, and phone number of person to notify in event of defective invoice; and
- (13) Taxpayer Identification Number; and
- (14) Electronic funds transfer banking information in accordance with FAR 52.232-33,
Payment by Electronic Funds Transfer—Central Contractor Registration.

G.4 BILLING PROCEDURE

(a) The Government will make payments to the Contractor on a monthly basis, promptly after receipt of an appropriate invoice.

(b) The Contractor shall provide a remittance address below:

H.1 CHANGE IN KEY PERSONNEL.

Following contract award, any change in key personnel listed in Section C during contract performance, is subject to the review and approval of the CO. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

H.2 POST-AWARD PERFORMANCE CONFERENCE

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

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

H.3 INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2005	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUNE 2003	CONVICT LABOR

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES**

52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2004	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	JAN 2005	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE

PART II – CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES**

52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

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

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

The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

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

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

I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. (See Section J, Attachment 1).

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

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

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

PART III
SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment	Title	No. of Pages
1	Wage Determination SCA	1***
2	Standards of Contractor Employee Conduct	IBR
3	Contractor Background Investigations	IBR
4	Contractor Business Qualifications	IBR
5	Small Business Subcontracting Plan	10
6	Use of Force	IBR
7	<u>Inmate Work and Performance Pay Program</u> and BOP Operation's Memorandum 128-90(5251)	IBR
8	Quality Assurance Plan	5
9	Performance-Base Detention Standards	**
10	Revised Staffing Plan (December 20, 2006)	IBR
11	Technical Proposal, Volume I (dated August 29, 2006), excluding Staffing Plan.	IBR

* Incorporated By Reference ("IBR")

** See Performance-Base Detention Standards at www.usdoj.gov/ofdt. Click on Detention Standards and Compliance.

*** Correctional Officer Pay Rate based on Collective Bargaining Agreement effective through March 31, 2009>

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

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

(a) The offeror certifies that--

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

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

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

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

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

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

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

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

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

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

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

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

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

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

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

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

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

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

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

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

(b) *Representations.*

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

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

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

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

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

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

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

(1) Means a small business concern—

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

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

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

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

"Veteran-owned small business concern" means a small business concern—

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

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

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of Provision)

Alternate 1 (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

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

___ Black American.

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- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

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

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

(b) Representations.

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

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

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

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

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

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

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

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

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

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- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

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

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

The offeror represents that

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that--

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

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

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

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

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

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

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

(C) Major group codes 20 through 39.

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

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from OFDT, 1331 Pennsylvania Ave, NW, Washington, DC 20530.

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

(End of Provision)

ATTACHMENTS

ATTACHMENT 1

Wage Determination SCA

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary
of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: CBA-2007-1852
Revision No.: 0
Date Of Last Revision: 12/18/2007

State: New York

Area: Queens

Employed on Detention Services contract for Detention Services.

Collective Bargaining Agreement between contractor: The GEO Group, Inc., and union: United Federation of Security Officers Local 500, effective 4/1/2006 through 3/31/2009.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

ATTACHMENT 5

Small Business Subcontracting Plan

SMALL BUSINESS SUBCONTRACTING PLAN MODEL

CONTRACTOR: The GEO Group, Inc.
ADDRESS: 621 N.W. 53rd Street, Suite 700
Boca Raton, Florida 33487

SOLICITATION/CONTRACT NUMBER: ODT-7-R-0002
SUBCONTRACT VALUE: BASE \$3,222,059 **OPTIONS** SEE PAGE 2
EXPIRATION DATE: BASE DECEMBER 31, 2013
PRINCIPAL PRODUCT OR SERVICE: Detention Services
Date: 10-03-2007

Overview:

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

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

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

1. Type of Plan (Check One)

Individual Contract Plan (A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract).

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

Commercial Plan (A subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire

company or a portion thereof).

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

Base Period (5 Years)

Percentage of Dollars and total Subcontracting Dollars	<u>Dollars</u>	<u>Percent</u>
Percentage of Dollars to be Subcontracted and Total Planned Subcontracting Dollars	(b) (4)	100 %
To Large Business	(b) (4)	65 %
Goals for All Small Business	(b) (4)	35 %
Goals for Veteran-Owned Small Business	(b) (4)	2 %
Goals for HUBZone Small Business	(b) (4)	2 %
Goals for Small Disadvantaged Business	(b) (4)	6 %
Goals for Women-Owned Small Business	(b) (4)	6 %

SAMPLE

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

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

	<u>Dollars</u>	<u>Percent</u>
Total Subcontracting Dollars		
Base Period (5 years)	(b) (4)	100%
First Option Period (5 years)	(b) (4)	100%
Second Option Period (5 years)	(b) (4)	100%

Third Option Period (5 years)

(b) (4)

100%

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

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

SEE ATTACHMENT A1.

(FOR PRODUCTS / SERVICE IDENTIFICATION CODES)

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

Establishing Subcontracting Goals

For any project, to establish subcontracting goals first requires examination of the scope of the project based on the requirements of the Request for Proposal (RFP). This RFP requires contractor-operated housing for up to 222 detainees. The scope of this project is the provision, operation and management of a 222-bed correctional facility. The supplies, goods, equipment and services required are determined in order to accurately price the proposal. Since the costs for the facility, employee wages and utilities make up the bulk of the costs of operating a facility, any supplies, goods, equipment and services provided by outside vendors are potential candidates for meeting SBE/SDBE/HUB zone goals.

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

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

The following source list was used to identify potential small business, veteran-owned small business, HUBZone small business, small disadvantage business and women-owned small business.

- GEO existing company sources, which includes specialized database, web and business system vendor data.
- Small Business Administration Website
- Other Small Business Websites

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

___ yes X no

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

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

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

Name: Chris Watt
 Title: Eastern Regional Business Manager
 Address: 13777 Ballantyne Corporate Place, Suite 200
 Telephone: 704-543-3400
 E-mail: cwatt@thegeogroupinc.com

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

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

- 1) Developing and maintaining bidder's lists of small and small disadvantaged business concerns from all possible sources.
- 2) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- 3) Assuring inclusion of small and small business and small disadvantage business concerns

in all solicitations for products or services which they are capable of providing.

- 5) Ensuring periodic rotation of potential subcontractors on bidders lists.
- 6) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- 7) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- 8) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- 9) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- 10) Monitoring attainment of proposed goals.
- 11) Preparing and submitting periodic subcontracting reports.
- 12) Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- 13) *Coordinating the conduct of contractor's activities involving its Small and Small Disadvantaged Business Subcontracting Program.*
- 14) Additions to (or deletions from) the duties specified above are as follows:
 - a) The GEO Group will establish minimum goals consistent with local expectations *or corporate policy and maintain adequately detailed records attesting to the ongoing efforts made to facilitate use of disadvantaged businesses.*
 - b) The GEO Group will thoroughly instruct and train appropriate management personnel as to the purpose of FAR Clause 51.219-9, the contractual obligation of The GEO Group to comply with the spirit and intent of the law, The GEO Group Corporate Policy, the details of the subcontracting plan and the degree of effort to be invested in stimulating opportunities for subcontractor involvement with The GEO Group.
 - c) The GEO Group will indoctrinate all key management personnel in the U.S. national objective to stimulate the growth and survival of the small business community and to solicit the support of this team to welcome opportunities to contribute directly or indirectly to the growth of small business enterprises.

- d) The GEO Group will develop a system to record and classify its purchase transactions.
 - e) The GEO Group's purchasing will establish and maintain approved vendor lists.
 - f) Special effort will be made to create opportunities for more small business subcontracting. These efforts will include the establishment of schedules, quantities will be identified that are suitable for small business concerns, make-or-buy decisions will target small business capabilities and specifications and drawings will be made available so that small business concerns are not handicapped in preparing bids.
8. The following efforts will be taken to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts:
- a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations.
 - (ii) Contacts with business development organizations.
 - (iii) Attendance at small and minority business procurement conferences and trade fairs.
 - (iv) Sources will be requested from SBA's PASS system.
 - b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
 - c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.
 - d) Additions to (or deletions from) the above listed efforts are as follows:
 - 1. *The GEO Group sponsors vendor fairs targeting the local minority and women-owned business community.*
 - 2. Business participation in newspapers, television access channels and minority newsletters are used as outlets for recruitment.
 - 3. On a contract by contract basis, The GEO Group has provided financial assistance to minority vendors who did not have the capital to purchase or order supplies. Pre-payment of a portion of the issued purchase order has allowed deprived firms an opportunity that they would have been otherwise denied.
9. The bidder will include the clause of this contract entitled "Utilization of Small Business Concerns and Small Business Concerns" (FAR 52.219-8) in all subcontracts which offer further

subcontracting opportunities. Additionally, all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will be required to adopt and comply with a subcontracting plan similar to this one.

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

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

<u>Calendar Period</u>	<u>Due Date</u>
10/01 through 03/31	04/30
04/01 through 09/30	10/30
10/01 through 09/30	10/30

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

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

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

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

(1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small business concerns were solicited, and if not, why not; (3) whether HUBZone small business concerns were solicited, and if not, why not; (4) whether small disadvantaged business concerns were solicited, and if not, why not; (5) whether women-owned small business concerns were solicited, and if not, why not; and if applicable, the reason why award was not made to a small business concern.

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

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

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

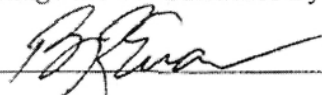
(g) Records to be maintained in addition to the above are as follows:

The GEO Group's internal database and company program records.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

SIGNATURE PAGE

This Subcontracting Plan was Submitted By:

Signature:  _____

Typed Name: Brian R. Evans _____

Title: Vice President of Finance, Treasurer & Chief Accounting Officer

Date: October 4, 2007 _____

Telephone: 561-999-7408 Fax: 561-999-7664 E-mail: bevans@thegcogroupinc.com

Plan Approved by the Federal Detention Trustee

Signature: _____

Title: _____

Typed Name: _____

Date: _____

ATTACHMENT A1

Category	S	D	W	H	V
Employee Welfare	X	X	X		X
Laundry of Staff Uniforms	X	X	X		
Office Computer Maintenance Contracts	X	X			
Office Computer Rental / Lease	X				
Office Equipment Maintenance Contracts	X	X		X	X
Office Equipment Rental / Lease	X	X		X	X
Office Supplies	X		X		
Printing	X	X			X
Inmate Clothing and Shoes	X	X			
Inmate Hygiene	X			X	
Inmate Laundry	X			X	
Inmate Linens	X	X	X	X	
Operational / ID Supplies	X			X	X
Training Supplies	X				
Vehicle Gas, Oil, Repairs, Maintenance, & Tolls	X				
Program Supplies	X	X	X	X	X
Library Books	X	X	X	X	X
Physical Education / Recreation Supplies	X	X	X	X	X
Medical Records Consultant		X	X	X	X
Contract Dietician		X	X	X	X
Dental Supplies	X	X	X	X	X
Dentures	X	X	X	X	X
Medical Supplies / Equipment	X				
Over-the-Counter Medication	X		X		
Staff Uniforms					X
Raw Food	X	X	X	X	X
Repairs to Kitchen Equipment	X		X		
Dishwasher Supplies	X	X	X		
Smallwares / Supplies	X	X		X	X
Staff Uniforms	X	X	X	X	X
Building Repairs and Maintenance Fund	X			X	
Equipment Rental	X	X	X		X
Floor Cleaning	X			X	
Maintenance	X	X			X
Misc. Cleaning	X		X		X
Repairs and Maintenance	X	X	X	X	
Staff Uniforms	X	X		X	
Telephone / Fax / Cellulars / Pagers	X		X		X
Trash Removal	X	X	X	X	X
Lawn Care Service- Outside	X	X			
Snow Removal Service	X	X		X	X
Pest Control	X	X		X	