
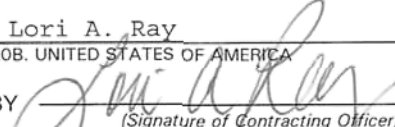


|   |   |  |           |   |                    |  |         |
|---|---|--|-----------|---|--------------------|--|---------|
| <b>AWARD/CONTRACT</b>   |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)    |           | RATING  | PAGE 1 OF 48 PAGES |  |         |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>ODT-6-C-0002  |   | 3. EFFECTIVE DATE<br>01/06/2006                              |           | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>ODT-5-0017   |                    |  |         |
| 5. ISSUED BY<br>Office of the Federal Detention Trustee<br>National Place Building, Suite 1210<br>1331 Pennsylvania Ave, NW<br>Washington, DC 20530   |   | 6. ADMINISTERED BY (If other than Item 5)<br>Same as Block 5 |           | CODE  |                    |  |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>The GEO Group, Inc.<br>621 NW 53rd St., Suite 700<br>Boca Raton, FL 33487  |   |  |           | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)   |                    |  |         |
|   |   |  |           | 9. DISCOUNT FOR PROMPT PAYMENT  |                    |  |         |
|   |   |  |           | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12   |                    |  |         |
| CODE  |   | FACILITY CODE  |           |   |                    |  |         |
| 11. SHIP TO/MARK FOR<br>ODT-6-C-0002  |   | CODE   |           | 12. PAYMENT WILL BE MADE BY<br>USMS   |                    |  |         |
|   |   |  |           | CODE  |                    |  |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )  |   | 14. ACCOUNTING AND APPROPRIATION DATA<br>1020/98             |           |   |                    |  |         |
| 15A. ITEM NO.   | 15B. SUPPLIES/SERVICES  | 15C. QUANTITY  | 15D. UNIT | 15E. UNIT PRICE   | 15F. AMOUNT        |  |         |
|   | Comprehensive Detention Services<br>Western Region, San Diego, CA<br>(See Attached for details)<br><br>Total amount for the base year<br>\$171,697,988.00 |  |           |   |                    |  |         |
| 15G. TOTAL AMOUNT OF CONTRACT \$  |   |  |           |   |                    |  |         |
| 16. TABLE OF CONTENTS   |   |  |           |   |                    |  |         |
| (X)   | SEC.  | DESCRIPTION  | PAGE(S)   | (X)   | SEC.               | DESCRIPTION  | PAGE(S) |
| PART I - THE SCHEDULE   |   |  |           | PART II - CONTRACT CLAUSES  |                    |  |         |
| <input checked="" type="checkbox"/>   | A   | SOLICITATION/CONTRACT FORM                                   | 1         | <input checked="" type="checkbox"/>   | I                  | CONTRACT CLAUSES   | 4       |
| <input checked="" type="checkbox"/>   | B   | SUPPLIES OR SERVICES AND PRICES/COSTS                        | 2         | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.  |                    |  |         |
| <input checked="" type="checkbox"/>   | C   | DESCRIPTION/SPECS./WORK STATEMENT                            | 26        | <input checked="" type="checkbox"/>   | J                  | LIST OF ATTACHMENTS  | 6       |
| <input checked="" type="checkbox"/>   | D   | PACKAGING AND MARKING  | 1         | PART IV - REPRESENTATIONS AND INSTRUCTIONS  |                    |  |         |
| <input checked="" type="checkbox"/>   | E   | INSPECTION AND ACCEPTANCE                                    | 7         |   | K                  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| <input checked="" type="checkbox"/>   | F   | DELIVERIES OR PERFORMANCE                                    | 1         |   | L                  | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |         |
| <input checked="" type="checkbox"/>   | G   | CONTRACT ADMINISTRATION DATA                                 | 2         |   | M                  | EVALUATION FACTORS FOR AWARD                                     |         |
| <input checked="" type="checkbox"/>   | H   | SPECIAL CONTRACT REQUIREMENTS                                | 1         |   |                    |  |         |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE   |   |  |           |   |                    |  |         |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |   |  |           | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |                    |  |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br>Wayne H. Calabrese<br>Vice Chairman & President  |   |  |           | 20A. NAME OF CONTRACTING OFFICER<br>Lori A. Ray   |                    |  |         |
| 19B. NAME OF CONTRACTOR   |   |  |           | 20B. UNITED STATES OF AMERICA   |                    |  |         |
| BY <br>(Signature of person authorized to sign)  |   |  |           | BY <br>(Signature of Contracting Officer)   |                    |  |         |
| 19C. DATE SIGNED<br>1/06/06   |   |  |           | 20C. DATE SIGNED<br>01/05/2006  |                    |  |         |

**PART I - THE SCHEDULE**

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

**B.1 SERVICES AND PRICES**

**DESIGNATED FEDERAL POPULATION 616 PRISONERS (BASE PERIOD)**

| Performance Period                             | Fixed Price<br>Operation<br>ADP of 430 | Incremental<br>Unit Price<br>Per Detainee<br>Day<br>431 - 708 |
|--|--|---|
| Line Item 0001<br>Notice To Proceed - Month 60 | (b) (4)                                | (b) (4)   |

| ITEM<br>CLIN | DESCRIPTION | QTY | UNIT | UNIT<br>PRICE | TOTAL<br>PRICE |
|--------------|-------------|-----|------|---------------|----------------|
|--------------|-------------|-----|------|---------------|----------------|

0002 Off-Site Guard Svcs

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.485/mi.]

|                            |        |       |         |
|----------------------------|--------|-------|---------|
| Guard Services (Estimated) | 13,500 | hours | (b) (4) |
|----------------------------|--------|-------|---------|

**TOTAL ESTIMATED COST FOR THE BASE PERIOD**

**\$171,697,988**

Comprehensive Secure Detention Services  
San Diego, CA (Western Region)

The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002

**DESIGNATED FEDERAL POPULATION 616 PRISONERS - (OPTION PERIOD ONE)**

| Performance of Period                  | Fixed Price<br>Operation<br>ADP of 430 | Incremental<br>Unit Price<br>Per Detainee<br>Day<br>431 - 708 |
|--|--|---|
| Line Item 1001<br>Month 61 - Month 120 | (b) (4)                                | (b) (4)   |

| ITEM<br>CLIN | DESCRIPTION | QTY | UNIT | UNIT<br>PRICE | TOTAL<br>PRICE |
|--------------|-------------|-----|------|---------------|----------------|
|--------------|-------------|-----|------|---------------|----------------|

1002 Off-Site Guard Svcs

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.485/mi.]

|                            |        |       |         |
|----------------------------|--------|-------|---------|
| Guard Services (Estimated) | 13,500 | hours | (b) (4) |
|----------------------------|--------|-------|---------|

**TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD**

**\$182,157,042**

**TOTAL ESTIMATED COST FOR THE BASE AND OPTION PERIOD**

**TOTAL AGGREGATE AMOUNT \$353,855,030**

**PERFORMANCE WORK STATEMENT**

**FOR  
COMPREHENSIVE DETENTION SERVICES  
USMS WESTERN REGION, SAN DIEGO, CA**

**TABLE OF CONTENTS**

| <b>SECTION</b> | <b>TITLE</b>   |       |
|----------------|--|-------|
| C.1            | Definitions/Acronyms .....                             | 6     |
| C.2            | Introduction .....                                     | 10    |
| C.2.1          | General .....  | 11/12 |
| C.2.2          | Quality Control .....                                  | 12    |
| C.2.3          | Quality Assurance .....                                | 13    |
| C.3            | Administration and Management .....                    | 13    |
| C.3.1          | Information System .....                               | 13    |
| C.3.2          | Receiving and Discharge of Detainees .....             | 13/14 |
| C.3.3          | Manage and Account for Detainee Assets .....           | 14    |
| C.4            | Security/Control/Detainee Accountability .....         | 14    |
| C.4.1          | Facility Security .....                                | 14/15 |
| C.4.2          | Sexual Abuse/Assault Prevention Program .....          | 15    |
| C.4.3          | Detainee Disciplinary Policy .....                     | 15    |
| C.4.4          | Detainee Accountability .....                          | 15    |
| C.4.5          | Transportation and Outside Guard Services .....        | 15    |
| C.4.6          | Escapes .....  | 15/16 |
| C.4.7          | Collect and Disseminate Intelligence Information ..... | 16    |
| C.4.8          | Provide Security Inspection System .....               | 16    |
| C.4.9          | Institutional Emergency Readiness .....                | 16/17 |
| C.5            | Workforce Integrity .....                              | 17    |
| C.5.1          | Facility Staff .....                                   | 17    |
| C.5.2          | Staff Resources .....                                  | 17    |
| C.5.3          | Personnel Requirements .....                           | 17    |
| C.5.3.1        | Employment Procedures .....                            | 17/19 |
| C.5.3.2        | Waivers .....  | 19    |
| C.5.3.3        | Other Requirements .....                               | 19/20 |
| C.5.3.4        | Employment Agreement .....                             | 20    |
| C.5.3.5        | Staffing .....   | 20/21 |
| C.5.3.5.1      | Subcontractors .....                                   | 21/22 |
| C.5.3.5.2      | Volunteers .....                                       | 22    |
| C.5.4          | Standards of Conduct .....                             | 23    |
| C.6.           | Health Care Services .....                             | 23    |
| C.6.1          | Health Care Services Program .....                     | 23    |
| C.6.2          | Health Care Service Providers .....                    | 24    |
| C.6.3          | Facility Health Care Services to Detainees .....       | 24/25 |
| C.6.4          | Detainee Health Records .....                          | 25    |



**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|       |   |       |
|-------|---|-------|
| C.6.5 | Dental Care Services to Detainees .....                 | 25    |
| C.6.6 | Mental Health Services On-site to Detainees .....       | 25    |
| C.6.7 | Suicide Prevention Program .....                        | 25    |
| C.6.8 | Infectious Disease Prevention and Control Program ..... | 25    |
| C.6.9 | Detainee Death .....                                    | 26    |
| C.7   | Food Service .....                                      | 26    |
| C.8   | Detainee Services and Programs .....                    | 26    |
| C.8.1 | Detainee Mail and Correspondence Service .....          | 26    |
| C.8.2 | Multi-Denominational Religious Services Program .....   | 26    |
| C.8.3 | Detainee Recreation Program .....                       | 27    |
| C.8.4 | Commissary .....  | 27    |
| C.8.5 | Detainee Telephone System .....                         | 27    |
| C.8.6 | Detainee Work Program .....                             | 27/28 |
| C.8.7 | Special Needs of the Female Detainee Population .....   | 28    |
| C.8.8 | Law Library .....                                       | 28    |
| C.8.9 | Translators and Bilingual Staffing .....                | 28    |
| C.9   | Physical Plant .....                                    | 29-31 |

**SECTION C**  
**PERFORMANCE WORK STATEMENT**

**C.1 DEFINITIONS/ACRONYMS**

ACA: American Correctional Association.

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

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

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

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

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

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

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

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

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

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

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

DESIGNATED MENTAL HEALTH CLINICIAN: A psychiatrist, psychologist or psychiatric social worker who is responsible for clinic mental health issues when mental health services at the facility are under a different authority than the medical services.

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

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

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

DIRECT SUPERVISION: A method of detainee management that ensures continuing direct contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

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

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

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

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

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

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

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., Jail Administrator, Facility Director, Superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with the ACA Standards and the Functional Areas of the Performance-Based Detention Standards (Performance-Based Detention Standards Attachment 10).

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

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

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

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

5  
6 HEALTH CARE: To provide for the physical and mental well being of a population. Health care  
7 includes medical and dental services, mental health services, nursing, personal hygiene, dietary services,  
8 and environmental conditions.

9  
10 HEALTH-TRAINED PERSONNEL: Individuals trained in limited aspects of health care as determined  
11 by the responsible physician, and may include correctional officers and other non-health personnel.

12  
13 IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their  
14 spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-  
15 brothers and sisters) and their spouses.

16  
17 INFIRMARY: An area within the health unit accommodating patients for a period of 24 hours or more,  
18 expressly set up and operated for the purpose of caring for patients who need skilled nursing care but are  
19 not in need of hospitalization or placement in a licensed nursing facility, and whose care cannot be  
20 managed safely in an outpatient setting. It is not the area itself, but the scope of care provided that makes  
21 the bed an infirmary bed.

22  
23 INFIRMARY CARE: Care provided to patients with an illness or diagnosis that requires daily  
24 monitoring, medication and/or therapy, or assistance with activities of daily living at a level needing  
25 skilled nursing intervention.

26  
27 LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying  
28 minimum standards for fire safety necessary in the public interest.

29  
30 MEDICAL RECORDS: Records of medical screening assessments, examinations and diagnosis  
31 maintained in accordance with guidance by the Health Authority. The following information from these  
32 records shall be transferred to the detainee record: date and time of all medical examinations; medical  
33 alert information (medical allergies, special diets, mental status); critical information from the medical  
34 record in support of current treatments/diagnoses; and, copies of standing or direct medical orders from  
35 the physician to the facility staff.

36  
37 OIMS: Office of Interagency Medical Services, Prisoner Services Division, U.S. Marshals Service.

38  
39 ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the  
40 COTR. Duties shall include escorting and maintaining custody of detainees for hearings, USMS/ICE  
41 interviews, and any other location requested by the COTR.

42  
43 PHYSICIAN: A person licensed to practice medicine in the United States, with whom the facility enters  
44 into a contractual agreement to provide health care services to the detainee population of the facility in  
45 accordance with guidance from the Health Authority.

46  
47 PRISONER DAY: For prisoner population in excess of the minimum guarantee, the Contractor shall  
48 charge the fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not  
49 for the day of departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays  
50 overnight outside the Contractor's facility.

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

4  
5 QUALIFIED MENTAL HEALTH PROFESSIONAL: Includes psychiatrists, psychologists, psychiatric  
6 social workers, psychiatric nurses, and others who by virtue of their education, credentials, and  
7 experience are permitted by law to evaluate and care for the mental health needs of patients.

8  
9 RECEIVING SCREENING: Is a process of structured inquiry and observation of all detainees being  
10 admitted, designed to obtain immediate treatment for detainees who are in need of emergency health care,  
11 identify and meet ongoing current health needs, and isolate those with communicable diseases.

12  
13 RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons,  
14 straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

15  
16 SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical  
17 extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas masks, fans,  
18 first aid kits, AED, stretchers and emergency alarms.

19  
20 SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the  
21 interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This  
22 method of entry and exit ensures there shall be no breach in the perimeter or interior security of the  
23 facility.

24  
25 SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and  
26 barriers used to confine and control detainees. In addition, electronic monitoring equipment, security  
27 alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility  
28 security.

29  
30 SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure  
31 confinement of detainees.

32  
33 SPECIAL HOUSING UNIT: The space set aside within the facility for administrative and disciplinary  
34 segregation.

35  
36 STANDING MEDICAL ORDERS: Written orders, by a physician, to qualified health care personnel  
37 and health trained personnel that specify the same course of treatment for each patient suspected of or  
38 having a given condition, and that specify the use and amount of prescription drugs.

39  
40 TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning  
41 objectives. Training may occur on site, at an academy or training center, at an institution of higher  
42 learning, through contract service, at professional meetings or through closely supervised on-the-job  
43 training. Meetings of professional associations are considered training when there is clear evidence of the  
44 above elements.

45  
46 TRANSPORTATION AND OUTSIDE GUARD SERVICES COSTS: All materials, equipment and  
47 labor required to perform transportation and outside guard services.

48  
49 WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs,  
50 electronic defense modules, chemical weapons (MACE), and nightsticks.

## C.2 INTRODUCTION

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing or hearings. The Office of the Federal Detention Trustee (OFDT) on behalf of the USMS will award a contract that allows the components of the Department of Justice, specifically the Bureau of Prisons (BOP), and Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to house detainees at the facility.

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

The Facility shall have the capability to accommodate and house at least 700 detainees (male and females) at a single site. In addition, the institution shall include a special housing unit with a capacity of at least 10 percent of the detainee beds at the facility. The facility shall be located within the geographical boundaries of San Diego County, California. The facility shall also be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.). The contractor shall be responsible for all transportation (i.e. airlift, medical trips, transfers, etc.) within a 300 mile radius of the facility. Any transportation outside the 300 mile radius will be on a cost reimbursement basis at guard services rate in Section B and mileage not to exceed GSA rates.

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

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

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA Standards and the Performance-Based Detention Standards (Attachment 10), shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. Whether required by this PWS, elsewhere in this contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all referrals from the USMS. The Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all the costs associated with and incurred as part of providing the services outlined in this contract.

C.2.1 GENERAL

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

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

Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current editions of the Performance-Based Detention Standards (Attachment 10), American Correctional Association (ACA), Performance-Based Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (current edition).

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

Accomplishment of some ACA standards is augmented by the Performance-Based Detention Standards (Attachment 10)/DOJ/USMS' policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall prevail.

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

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

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



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

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

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

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

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

## **C.2.2 QUALITY CONTROL**

The Contractor is responsible for a Quality Control Plan (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are detailed in the PWS. The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor must provide a (QCP) as part of their proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date. The NTP will be contingent upon CO approval of the QCP. The plan must include:

- A. A description of the inspection system to cover all services listed on the Performance Requirements Summary (PRS) (See Section J, Attachment 9). The description must include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.



- 1           B.     A description of the methods to be used for identifying and preventing defects in the  
2                     quality of service performed.  
3           C.     A description of the records to be kept to document inspections and corrective or  
4                     preventive actions taken.

5  
6     The records of inspections must be kept and made available to the COTR and CO, when requested,  
7     through the contract performance period and for the period after contract completion until final settlement  
8     of any claims under this contract.  
9

### 10   **C.2.3   QUALITY ASSURANCE**

11  
12   The Government quality assurance is comprised of the various functions, including inspection performed  
13   by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to  
14   quality. The Government's Quality Assurance Program is not a substitute for quality control by the  
15   Contractor.  
16

17   Each phase of the services rendered under this contract is subject to Government inspection both during  
18   the Contractor's operations and after completion of the tasks. When the Contractor is advised of any  
19   unsatisfactory condition(s), the Contractor shall submit a written report to the COTR addressing  
20   corrective/preventive actions taken. The COTR must check the Contractor's performance and document  
21   any non-compliance, but only the CO may take formal action for unsatisfactory performance. The COTR  
22   will be designated subsequent to contract award and a delegation of COTR duties and authority will be  
23   furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold  
24   payment for any individual item of nonconforming service observed as specified in Section E-4  
25   "Contractor's Failure to Perform Required Services." The Government may apply various inspection and  
26   extrapolation techniques to determine the quality of service and the total payment due.  
27

### 28   **SPECIFIED TASKS:**

29  
30   The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and  
31   services necessary to perform the management and operation of a Contractor-owned/Contractor-operated  
32   detention facility(s) for federal detainees as defined in this PWS, within the geographic boundaries of San  
33   Diego, California. The contractor shall perform to the standards in this contract. The estimated quantities  
34   of work are listed in Section B.  
35

## 36   **C.3   ADMINISTRATION AND MANAGEMENT**

### 37   **C.3.1   Information System**

38  
39   All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA  
40   Standards and the Performance-Based Detention Standards (Attachment 10). Policy and procedures shall  
41   be developed to ensure the confidentiality and security of all detainee files.  
42  
43

### 44   **C.3.2   Receiving and Discharge of Detainees**

45  
46   The Contractor shall comply with the Performance-Based Detention Standards (Attachment 10) on  
47   Admission and Release when entering detainee admission and release data. The search of detainees  
48   admitted to the facility or released to any authority shall include a strip search performed by Contractor  
49   staff. Persons of the same gender as the detainee shall conduct the search.

1 Detainees shall be fingerprinted, photographed and receive a shower in accordance with the Performance-  
2 Based Detention Standards (Attachment 10) on Admissions Documentation. The intake process shall  
3 include, at a minimum, a medical and social screening and a referral prior to detainee release into the  
4 general population. A psychological screening shall be conducted within 24 hours of arrival at the  
5 facility.

6  
7 The Contractor shall provide a detainee classification system that ensures detainees are classified  
8 appropriately using objective criteria, and kept physically separate from detainees in other categories.  
9 Detainees will be classified upon arrival, before being admitted to the general population. The  
10 government will provide the contractor the USMS Form 129 to classify detainees.

### 11 12 **C.3.3 Manage and Account for Detainee Assets**

13  
14 Procedures shall be established for transferring detainee funds and property upon release from the facility  
15 or transfer to another facility, or when a detainee requests a funds transfer to an outside source. The  
16 Contractor shall ensure that all detainees who are scheduled for removal to foreign destinations are given  
17 all funds (currency only) immediately prior to release. Transfer of detainee funds shall occur within five  
18 working days upon release from the facility, transfer to another facility or when a detainee requests funds  
19 transfer to an outside source.

## 20 21 **C.4 SECURITY/CONTROL/DETAINEE ACCOUNTABILITY**

### 22 23 **C.4.1 Facility Security**

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

31  
32 Policy and procedures shall require that security risk items and those classified controlled tools and  
33 equipment most likely to be used in an escape or as a weapon are not to be issued to detainees under any  
34 circumstances.

35  
36 A contraband control program shall be established in accordance with the ACA Standards and the  
37 Performance-Based Detention Standards (Attachment 10) on the control of contraband.

### 38 39 **C.4.2 Sexual Abuse/Assault Prevention Program**

40  
41 The Contractor shall report all criminal activity related to the performance of this contract to the  
42 appropriate law enforcement investigative agency and the USMS' COTR. The Contractor shall  
43 immediately report all serious incidents to the COTR. Serious incidents include, but are not limited to the  
44 following: activation of disturbance control team(s); disturbances (including gang activities, group  
45 demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff use of  
46 force, assaults on staff/detainees resulting in injuries that require medical attention (does not include  
47 routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape;  
48 weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest  
49 or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant

environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. The Contractor shall provide a safe, secure, and humane environment for alleged victims of sexual assaults and detainees undergoing mental health treatment for sexual assault.

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

#### **C.4.3 Detainee Disciplinary Policy**

The Contractor shall comply with the Performance-Based Detention Standards (Attachment 10) on Disciplinary Policy. Facility authorities will take disciplinary action against any detainee that is not in compliance with the rules and procedures of the facility.

#### **C.4.4 Detainee Accountability**

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

#### **C.4.5 Transportation and Outside Guard Services**

Transportation and outside guard services includes all transportation and guarding of detainees outside the perimeter of the contractor's facility and within the State of California. This includes stationary guard services outside the Contractor's facility. Circumstances requiring transportation and outside guard services include: transportation to and from, as well as stationary guard services at: medical care facilities, federal courts, other detention facilities, airlifts, and any other location within the State of California as directed by the COTR. The Contractor's transportation and outside guard services procedures shall ensure staff and detainee security and safety. All transportation and stationary guard services shall be performed by armed guards. Transportation to and from the local USMS' office shall be done in 15 passenger vans or smaller vehicles.

#### **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 five calendar days to the COTR.

The Contractor assumes absolute liability for the escape of any federal detainee in its custody. The Contractor shall be assessed a fee for each federal detainee escape which occurs while the federal detainees are in the custody of the contractor. In addition, the USMS may make deductions due to non-performance under the inspections clause of the contract.

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 detainee 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; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondence; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the 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 the Performance-Based Detention Standards (Attachment 10).

#### C.4.9 Institutional Emergency Readiness

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

The emergency plans shall include a written evacuation and alternate staging plan for use in the event of fire, major emergency or should the facility become unfit for its intended use. The plan shall also include provisions for one or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility.

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

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

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

The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal government, for Use of Force (See Section J, Attachment 7).

## **C.5 WORKFORCE INTEGRITY**

### **C.5.1 Facility Staff**

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

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

### **C.5.2 Staff Resources**

The Contractor shall establish an overall written training program for all employees which incorporates, at a minimum, the training requirements set forth in the ACA Standards and the Performance-Based Detention Standards (Attachment 10). The Contractor shall develop and implement a comprehensive *staff training program addressing the institution's sexual abuse/assault prevention and intervention* programs. Written policy, procedure and practice shall provide that all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as part of the institution's in-service training plan.

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

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

The training plan should be submitted at time of proposal. Any change to the Contractor's training plan are required to be submitted in writing to the COTR for review and approval prior to implementation.

### **C.5.3 Personnel Requirements**

The contractor shall develop and maintain a Personnel Policy Manual specific to this contract.

#### **C.5.3.1 Employment Procedures**

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

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

- Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form - Attachment 3)
- Provide results of criminal history check (National Crime Information Center (NCIC)) and National Law Enforcement Telecommunication System (NLETS) check performed on prospective employee. **(The USMS will not provide this service for the Contractor. These checks can be obtained through the local police department or sheriff's office.)**
- Conduct a pre-employment interview.
- Certify the applicant is a U.S. citizen (See below - Other Requirements)
- Certify the applicant has met residency requirements (See below - Other Requirements)
- Complete and submit FBI fingerprint forms
- Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
- Applicant shall complete Questionnaire for Public Trust Positions, SF-85P.
- Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S).
- Voucher the applicant's employment record for the past five years

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

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

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

- Notify COTR within 24 hours of actual EOD and of Limited Background Investigation (LBI) initiation
- Perform a Law Enforcement Agency Check for the past five years as part of LBI

Positions requiring the OPM Form 85P-S, or equivalent, are those employees required to carry firearms during the course of their employment.

Contractor responsibilities subsequent to EOD date:

- Provide LBI report to COTR for review and forwarding to HQ Security Office (Section J, Attachment 3 )

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

Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigation, outlined in Section J (Attachment 3). The contractor shall make a determination regarding the employee's suitability for employment under this

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

The contractor shall ensure all employees and full-time subcontractors are reinvestigated as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J (Attachment 3) of the contract.

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

#### C.5.3.2 Waivers

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

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

#### C.5.3.3 Other Requirements

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

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

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

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

All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a position: (1) resided in the United States three of the past five years; (2) worked for the United States



overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas.

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

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

#### **C.5.3.4 Employment Agreement**

In the absence of a collective bargaining agreement, the contractor must enter into a written employment agreement with each employee assigned to work at the contractor's facility. This agreement must provide that, in recognition of the public safety requirements for uninterrupted services at the contractor's facility and in return for adequate consideration, including grievance procedures, the contractor employee agrees not to strike or otherwise interrupt normal operations at the contractor's facility without giving 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work actions or strikes is developed and maintained in a secure location.

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

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service.

The contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

#### **C.5.3.5 Staffing**

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

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

Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure correctional facility. A minimum of 10 years experience in corrections or related field with



experience in the management of a correctional facility at the Associate Warden level or above.

Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a correctional facility. A minimum of 10 years experience in corrections or related field with experience in the field of corrections at the level of mid-management.

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

- Administrator, Religious Services
- Unit Management Team
- Chief, Correctional Services
- Computer Services Manager
- Correctional Shift Supervisors
- Intelligence Officer
- Facilities Manager/Administrator
- Food Service Administrator
- Inmate Systems/Record's Office Manager
- Medical Services Administrator
- Quality Control Specialist
- Safety/Environmental Specialist

The Administrator, Religious Services shall meet the certification standards of the American Correctional Chaplain's Association.

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

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

#### **C.5.3.5.1 Subcontractors**

##### **Definitions:**

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

Part-time subcontractor - an individual performing work in the contract facility which requires

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

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

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

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

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

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

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

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

#### **C.5.3.5.2 Volunteers**

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

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

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

- A. Name and personal information, e.g., address, date of birth, social security number
- B. FBI Fingerprint Cards
- C. Conduct criminal history background information, e.g., NCIC/NLETS and law enforcement checks

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

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

#### **C.5.4 Standards of Conduct**

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

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

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

### **C.6. HEALTH CARE SERVICES**

#### **C.6.1 Health Care Services Program**

The Contractor shall ensure that detainees are provided all in house medical, dental, and mental health services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of quality established by the ACA Standards for Health Services, the Performance-Based Detention Standards (Attachment 10) and the National Commission on Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to all applicable federal, state and local laws and regulations governing delivery of health services in accordance with the USMS' Prisoner Health Care Standards (Pub. 100) and the USMS' Health Care policies (i.e., Reproductive Health Care for Female Prisoner's Policy 9.16, Mental Health Services for Prisoner's Policy 9.18 and Prisoner Health Care Policy 9.15. Questions on standards will be resolved by the Office of Interagency Medical Services (OIMS), PSD in conjunction with the Contracting Officer.

#### **C.6.2 Health Care Service Providers**

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

### C.6.3 Facility Health Care Services to Detainees

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

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

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

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

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

- 24-hour-a-day, seven days 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

- 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.

#### 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.

#### C.6.6 Mental Health Services On-site to 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 detainee's mental health status. All mental competency studies are to be conducted, under Federal Court order through the BOP.

#### 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.

#### C.6.8 Infectious Disease Prevention and Control Program

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

### C.6.9 Detainee Death

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

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

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. All costs associated with an autopsy are normally the responsibility of the coroner's office. The government is financially responsible for preparation and shipment of the body (if required) to the appropriate next of kin.

The U.S. Marshal will ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

### C.7 FOOD SERVICE

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

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the Performance-Based Detention Standards (Attachment 10) on Food Service.

### C.8 DETAINEE SERVICES AND PROGRAMS

#### C.8.1 Detainee Mail and Correspondence Service

The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the Performance-Based Detention Standards (Attachment 10) on Correspondence and Other Mail.

#### C.8.2 Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the Performance-Based Detention Standards (Attachment 10) on Religious Practices.

**C.8.3 Detainee Recreation Program**

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

**C.8.4 Commissary**

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

The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility.

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

**C.8.5 Detainee Telephone System**

Provide detainees with reasonable and equitable access to telephones as specified in the Performance-Based Detention Standards (Attachment 10) on Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

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

**C.8.6 Detainee Work Program**

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor and approved by the USMS. The detainee work plan must be voluntary, and may include work or program assignments for janitorial, laundry, food services, or other jobs as deemed appropriate by the COTR. USMS' detainees may not be required to work. Only short term USMS' detainees may volunteer to work within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS' detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state or federal agencies will not be considered for the volunteer program. USMS' detainees are not permitted to act as Trustees and they may not work in



positions that permit unsupervised contact with segregated prisoners or detainees of the opposite sex. The USMS' detainees are restricted from operating equipment that may expose the prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates. USMS' detainees are also restricted from working in visiting areas, administrative/staff, maintenance departments or on any work cadre program. USMS' detainees will not have access to prisoner employee records. In addition, the contractor will ensure that detainees who volunteer to work are denied access to prescription medications. USMS' detainees must obtain required medical clearances before working in the food service areas. USMS' detainees are restricted from assisting with food preparation; however, they may assist with the serving of food.

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

Volunteer detainee workers shall be paid identical rates of pay as those established by BOP Program Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operation's Memorandum 128-90(5251) dated September 17, 1990. While this Operation's Memorandum indicates that it has been cancelled, it remains in effect for the purpose of this contract (See Section J, Attachment 8).

USMS' detainees shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that USMS' detainees keep their living areas clean.

#### **C.8.7. Special Needs of the Female Detainee Population**

The Contractor shall ensure that it addresses health care needs of female detainees. The Contractor shall provide programs and services relative to the female gender. Female detainees shall be supervised within the facility by at least one female correctional officer per shift.

#### **C.8.8 Law Library**

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the Performance-Based Detention Standards (Attachment 10).

#### **C.8.9 Translators and Bilingual Staffing**

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



**C.9 Physical Plant**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to receipt of the NTP, the Contractor shall provide the COTR and CO with copies of all certificates of compliance indicating that the facility has met all applicable federal, state and local applicable codes. When these certificates are renewed or updated, copies must be provided to the COTR and CO to show continued compliance. Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

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

The government anticipates a nominal number of staff will be on-site to monitor contract performance and manage other government interests associated with operation of the facility.

1 The Contractor shall provide on-site enclosed office space for USMS' staff. All office and multiple use  
2 space shall be complete with appropriate electrical, communication, and phone connections.

3  
4 Government space shall be climate controlled and located consistent with the administrative office space  
5 for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee  
6 housing units and the centralized visiting area. The Contractor shall be responsible for all maintenance,  
7 security and costs associated with space designated for Government staff.

8  
9 The Contractor shall provide no less than one parking space for DOJ' staff use.  
10  
11  
12  
13  
14  
15  
16

SECTION D

PACKAGING AND MARKING

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

**Marking.** All information submitted to the Contracting Officer, Contracting Officer's Technical Representative shall clearly indicate the Contract Number ODT-6-C-0002.

SECTION E

INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

**E.2 CONTRACTOR QUALITY CONTROL PLAN**

The contractor shall develop, maintain and submit, in accordance with Section L of the PWS, 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) The 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.



1 (h) **Review Conclusions:**

2  
3 (1) **Review of Initial Review Report** – The Review Board will examine the initial facility review  
4 report and the recommendations produced by the review team, and will furnish the Review Team  
5 Coordinator with any changes within 10 calendar days after receiving the report. Review team members  
6 will be consulted to clarify any ratings that appear inconsistent with the report narrative.

7  
8 (2) **Transmittal of Report to Contractor** – The Review Team Coordinator will make the stipulated  
9 report changes within 10 days after receiving comments from the Review Board, and will transmit the  
10 updated report to the Review Board, Contracting Officer and contractor. If no corrective actions are  
11 required, the contractor will contact the Review Team Coordinator within 30 days to acknowledge receipt  
12 of the report, and at this time may comment on the contents of the report or the overall rating received. If  
13 corrective actions are required, the contractor will declare either agreement or disagreement with the  
14 binding recommendations in the report. If the contractor is in agreement with the findings, he/she will  
15 report back to the Review Team Coordinator on the steps taken to comply with the binding  
16 recommendations within 30 days of receiving the facility review report. For each action that the  
17 contractor does not expect to complete within 30 days, a written action plan identifying target dates for  
18 completing each major step will be developed and included in the report. The Review Team Coordinator  
19 will review the contractor administrator's response to ensure that it is complete and that all required  
20 corrective actions have been taken, or that an action plan has been developed to remedy significant  
21 findings within 90 days of the facility review report's issue. The facility Review Team Coordinator will  
22 forward all appropriate facility review documentation to the Contracting Officer, as necessary.

23  
24 (3) **Appeals of Review Findings** – If the contractor disagrees with any finding, binding  
25 recommendation, or performance rating, he or she will submit a formal written appeal to the Review  
26 Board within 30 days of receiving the facility review report. In this appeal, the contractor will explain  
27 why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter  
28 case, the contractor will suggest alternative methods of correcting the deficiency or of improving the  
29 program. The Review Board will evaluate the appeal and, if necessary, will discuss its merits with the  
30 review team. Within 30 days of receiving the appeal, the Review Board will decide whether to accept or  
31 deny the appeal and will send formal written notification of this decision through the Contracting Officer  
32 to the contractor and review team. If an appeal is accepted, the Review Team Coordinator will amend the  
33 facility review report to reflect approved changes. After decisions have been reached on any appeals, the  
34 Review Team Coordinator will distribute copies of the final version of the facility review report to all  
35 involved parties. The contractor will implement corrective actions and develop action plans for  
36 corrections that cannot be completed within 30 days. Corrective actions described by action plans will be  
37 completed within 90 days of the facility review report's issue.

38  
39 (I) **Follow-up Review**

40  
41 (1) **Communication of Corrective Actions Needed** – For each action that cannot be completed  
42 within 30 days, the contractor will develop a written action plan identifying target dates for completing  
43 each major step. All actions will be completed no more than 90 days after the issue of the final review  
44 report. The contractor will send the action plans to the Review Team Coordinator and Contracting  
45 Officer within 30 days of the final facility review report's issue. The Review Team Coordinator will  
46 review the action plans and will determine whether they will adequately address the underlying  
47 deficiencies.  
48

1 (2) **Review of Completed Corrective Actions** – The contractor will implement all corrective actions  
2 specified in the final team report and will formally document the actions taken, sign this document, and  
3 submit it to the Review Team Coordinator or other designated monitor. After receiving documentation of  
4 completed corrective actions and action plans from the contractor, the review team will determine  
5 whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been  
6 remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the  
7 contractor. This inspection will focus only on the program(s) affected by the corrective actions. The  
8 Review Team Coordinator will verify that the documentation provided by the contractor is accurate and  
9 that the corrective actions taken do not reduce facility performance in other areas below an “Acceptable”  
10 level. The Review Team Coordinator will hold a closeout meeting with the contractor at the end of the  
11 follow-up inspection to discuss its preliminary conclusions.  
12

13 (3) **Follow-Up Review Report** – No later than 14 days after the end of the follow-up inspection, the  
14 Review Team Coordinator or monitor will prepare a formal written report presenting the results of the  
15 follow-up review, and will submit this report to the contractor and Review Board. If no on-site review is  
16 done, the report will be completed within 30 days of receipt of documentation from the contractor. This  
17 report will indicate whether the corrective actions sufficiently improve the affected facility programs to an  
18 “Acceptable” performance level or better. If the Review Team Coordinator or monitor deems that facility  
19 changes are adequate, the follow-up review and facility review will be closed, and the Contracting  
20 Officer and the contractor will be notified of the closure. None of the performance ratings for facility  
21 programs will be altered as a result of the follow-up review, no matter how well the facility addresses its  
22 deficiencies, and the next facility program reviews will be scheduled according to the procedures  
23 described previously.  
24

25 (4) **Appeals of Follow-Up Conclusions** – If the Review Team Coordinator or monitor concludes  
26 that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to  
27 an “Acceptable” performance level or better, the contractor will be given 10 days to appeal this  
28 conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in  
29 the follow-up analysis and explaining why the facility’s improvements meet the corrective actions  
30 prescribed. The Review Board will weigh the appeal and issue a decision no later than 10 days after  
31 receiving it. The follow-up review report will be amended to reflect the Review Board’s decision, if the  
32 Review Board agrees with the contractor’s argument. The follow-up review and facility review will be  
33 closed and the Contracting Officer and the contractor will be notified of the closure. The next facility  
34 program reviews will be scheduled.  
35

36 (5) **Filing and Retention of Review Report** – When a facility review is closed, all reports  
37 completed as part of the facility review—including completed and closed follow-up review reports—will  
38 be included in the facility review file. An inventory of reports other background information regarding  
39 the facility’s performance that were collected from other agencies during the pre-inspection preparation  
40 phase will also be kept. The government will retain these support documents and all working documents  
41 generated during a facility review in accordance with requirements in the FAR. Only one review file and  
42 set of support documents will be retained for each facility. After the retention period has elapsed, the  
43 government will archive the working documents in accordance with government regulations.  
44

## 45 **E.6 INSPECTION BY REGULATORY AGENCIES**

46  
47 Work described within the contract is subject to inspection by other regulatory agencies. The contractor  
48 shall respond to all requests for information and inspection or review findings by regulatory agencies.

1 **E.7 PERFORMANCE EVALUATION MEETINGS**

2  
3 The contractor's representatives shall meet with the COTRs and the CO on a regular basis as determined  
4 *necessary by the CO. These meetings will provide a management level review and assessment of*  
5 contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the  
6 contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The  
7 contractor is responsible for the preparation of the meeting minutes. The contractor's representative shall  
8 sign the written meeting minutes and OFDT's representative.  
9

10 **E.8 INSPECTION AND RECEIVING REPORT**

11  
12 (a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice  
13 preparation.) The Original Invoice shall be furnished to the COTR. An additional copy of the invoice,  
14 clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the  
15 certification process.

16 (b) Upon receipt of a proper invoice, the COTR will certify that the services were satisfactorily  
17 performed and forward to the CO for coordination.

SECTION F

DELIVERIES OR PERFORMANCE

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

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

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

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

F.2 PERFORMANCE

(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: NTP through 60 months

Option Period 1: month 61 through month 120

(c) The performance period of the contract shall be effective from the NTP through 60 months with the Government's unilateral right to exercise one ( five-year) option period in accordance with the terms of this contract.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER

Lori A. Ray  
Office of the Federal Detention Trustee  
National Place Building, Suite 1210  
1331 Pennsylvania Ave, NW  
Washington DC, 20530  
Fax: 202-353-4611

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

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

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

(a) Mr. Michael Thomas of the Office of the Federal Detention Trustee, National Place Building, Suite 1210, 1331 Pennsylvania Ave, NW, Washington DC, 20530, Phone: 202-353-4601, Fax: 202-353-4611, is hereby designated to as act as OFDT's 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 it is desirable 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. If as a result of

G.3 INVOICE PREPARATION AND SUBMISSION

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

- Name and address of the Contractor;
- Invoice date and number;

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

**G.4 BILLING PROCEDURE**

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

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

---

---

---

---

---

Note: The final payment determinant for billing purposes is the Prisoner Tracking System (PTS).

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### H.1 CHANGE IN KEY PERSONNEL.

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

#### H.2 POST-AWARD PERFORMANCE CONFERENCE

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

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

#### H.3 INSURANCE REQUIREMENTS.

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

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

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

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

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

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



**PART II - CONTRACT CLAUSES**

**SECTION I**

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

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

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

| <b>NUMBER</b> | <b>DATE</b> | <b>TITLE</b>  |
|---------------|-------------|---|
| 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  |

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|    |           |           |  |
|----|-----------|-----------|--|
| 1  | 52.219-8  | MAY 2004  | UTILIZATION OF SMALL BUSINESS CONCERNS     |
| 2  | 52.219-9  | JUL 2005  | SMALL BUSINESS SUBCONTRACTING PLAN         |
| 3  | 52.219-16 | JAN 1999  | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN    |
| 4  | 52.222-1  | FEB 1997  | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 5  | 52.222-3  | JUNE 2003 | CONVICT LABOR                              |
| 6  | 52.222-4  | SEP 2000  | CONTRACT WORK HOURS AND SAFETY             |
| 7  |           |           | STANDARDS ACT--OVERTIME COMPENSATION       |
| 8  | 52.222-21 | FEB 1999  | PROHIBITION OF SEGREGATED FACILITIES       |
| 9  | 52.222-26 | APR 2002  | EQUAL OPPORTUNITY                          |
| 10 | 52.222-35 | DEC 2001  | EQUAL OPPORTUNITY FOR SPECIAL DISABLED     |
| 11 |           |           | VETERANS, VETERANS OF THE VIETNAM ERA,     |
| 12 |           |           | AND OTHER ELIGIBLE VETERANS                |
| 13 | 52.222-36 | JUN 1998  | AFFIRMATIVE ACTION FOR WORKERS WITH        |
| 14 |           |           | DISABILITIES                               |
| 15 | 52.222-37 | DEC 2001  | EMPLOYMENT REPORTS ON SPECIAL DISABLED     |
| 16 |           |           | VETERANS, VETERANS OF THE VIETNAM ERA, AND |
| 17 |           |           | OTHER ELIGIBLE VETERANS                    |
| 18 | 52.222-41 | MAY 1989  | SERVICE CONTRACT ACT OF 1965, AS AMENDED   |
| 19 | 52.222-43 | MAY 1989  | FAIR LABOR STANDARDS ACT AND SERVICE       |
| 20 |           |           | CONTRACT                                   |
| 21 |           |           | ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND   |
| 22 |           |           | OPTION CONTRACTS)                          |
| 23 | 52.222-44 | FEB 2004  | FAIR LABOR STANDARDS ACT AND SERVICE       |
| 24 |           |           | CONTRACT ACT -- PRICE ADJUSTMENT           |
| 25 | 52.223-3  | JAN 1997  | HAZARDOUS MATERIAL IDENTIFICATION AND      |
| 26 |           |           | MATERIAL SAFETY DATA                       |
| 27 | 52.223-6  | MAY 2001  | DRUG-FREE WORKPLACE                        |
| 28 | 52.223-12 | MAY 1995  | REFRIGERATION EQUIPMENT AND AIR            |
| 29 |           |           | CONDITIONERS                               |
| 30 | 52.223-14 | AUG 2003  | TOXIC CHEMICAL RELEASE REPORTING           |
| 31 | 52.224-1  | APR 1984  | PRIVACY ACT NOTIFICATION                   |
| 32 | 52.224-2  | APR 1984  | PRIVACY ACT                                |
| 33 | 52.225-11 | JAN 2005  | BUY AMERICAN ACT-CONSTRUCTION MATERIALS    |
| 34 |           |           | UNDER TRADE AGREEMENTS                     |
| 35 | 52.227-1  | JUL 1995  | AUTHORIZATION AND CONSENT                  |
| 36 | 52.227-2  | AUG 1996  | NOTICE AND ASSISTANCE REGARDING PATENT     |
| 37 |           |           | AND COPYRIGHT INFRINGEMENT                 |
| 38 | 52.229-3  | APR 2003  | FEDERAL, STATE, AND LOCAL TAXES            |
| 39 | 52.246-4  | AUG 1996  | INSPECTION OF SERVICES -- FIXED-PRICE      |
| 40 | 52.232-1  | APR 1984  | PAYMENTS                                   |
| 41 | 52.232-8  | FEB 2002  | DISCOUNTS FOR PROMPT PAYMENT               |
| 42 | 52.232-9  | APR 1984  | LIMITATION ON WITHHOLDING OF PAYMENTS      |
| 43 | 52.232-11 | APR 1984  | EXTRAS                                     |
| 44 | 52.232-17 | JUN 1996  | INTEREST                                   |
| 45 | 52.232-18 | APR 1984  | AVAILABILITY OF FUNDS                      |
| 46 | 52.232-23 | JAN 1986  | ASSIGNMENT OF CLAIMS                       |
| 47 | 52.232-25 | OCT 2003  | PROMPT PAYMENT                             |

|           |          |   |
|-----------|----------|---|
| 52.232-33 | OCT 2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER<br>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<br>CLAIM                          |
| 52.237-3  | JAN 1991 | CONTINUITY OF SERVICES  |
| 52.237-7  | JAN 1997 | INDEMNIFICATION AND MEDICAL LIABILITY<br>INSURANCE                      |
| 52.242-13 | JUL 1995 | BANKRUPTCY  |
| 52.243-1  | AUG 1987 | CHANGES - FIXED-PRICE Alternate I (APR 1984)                            |
| 52.244-6  | DEC 2004 | SUBCONTRACTS FOR COMMERCIAL ITEMS                                       |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY - SERVICES                                      |
| 52.248-1  | FEB 2000 | VALUE ENGINEERING   |
| 52.249-2  | MAY 2004 | TERMINATION FOR CONVENIENCE OF THE<br>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 name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

| Attachments | Title   | No. of Pages |
|-------------|---|--------------|
| 1           | Wage Determination SCA  | 11           |
| 2           | Standards of Contractor Employee Conduct  | 3            |
| 3           | Contractor Background Investigations  | 7            |
| 4           | Reserved  |              |
| 5           | Reserved  |              |
| 6           | Reserved  |              |
| 7           | Use of Force  | 4            |
| 8           | <u>Inmate Work and Performance Pay Program</u> and BOP<br>Operation's Memorandum 128-90(5251) | 1            |
| 9           | Quality Assurance Plan  | 5            |
| 10          | Performance-Base Detention Standards  | 204          |

Attachment 1

94-2058 CA, SAN DIEGO

WAGE DETERMINATION NO: 94-2058 REV (34) AREA: CA, SAN DIEGO

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT \*\*OTHER WELFARE LEVEL WD:94-2057

\*\*\*\*\*  
REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

William W. Gross Division of  
Director Wage Determinations

Wage Determination No.: 1994-2058  
Revision No.: 34  
Date Of Revision: 05/23/2005

State: California

Area: California Counties of Imperial, San Diego

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 11.34             |
| 01012 - Accounting Clerk II                             | 12.37             |
| 01013 - Accounting Clerk III                            | 14.45             |
| 01014 - Accounting Clerk IV                             | 17.29             |
| 01030 - Court Reporter                                  | 16.65             |
| 01050 - Dispatcher, Motor Vehicle                       | 16.07             |
| 01060 - Document Preparation Clerk                      | 13.13             |
| 01070 - Messenger (Courier)                             | 10.86             |
| 01090 - Duplicating Machine Operator                    | 13.13             |
| 01110 - Film/Tape Librarian                             | 14.11             |
| 01115 - General Clerk I                                 | 9.35              |
| 01116 - General Clerk II                                | 10.50             |
| 01117 - General Clerk III                               | 12.74             |
| 01118 - General Clerk IV                                | 13.83             |
| 01120 - Housing Referral Assistant                      | 20.30             |
| 01131 - Key Entry Operator I                            | 10.96             |
| 01132 - Key Entry Operator II                           | 12.43             |
| 01191 - Order Clerk I                                   | 11.70             |
| 01192 - Order Clerk II                                  | 14.59             |
| 01261 - Personnel Assistant (Employment) I              | 13.39             |
| 01262 - Personnel Assistant (Employment) II             | 15.60             |
| 01263 - Personnel Assistant (Employment) III            | 18.79             |
| 01264 - Personnel Assistant (Employment) IV             | 21.98             |
| 01270 - Production Control Clerk                        | 18.37             |
| 01290 - Rental Clerk                                    | 13.94             |
| 01300 - Scheduler, Maintenance                          | 14.34             |

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|  |       |
|--|-------|
| 01311 - Secretary I                              | 14.34 |
| 01312 - Secretary II                             | 17.70 |
| 01313 - Secretary III                            | 20.30 |
| 01314 - Secretary IV                             | 24.51 |
| 01315 - Secretary V                              | 27.77 |
| 01320 - Service Order Dispatcher                 | 14.76 |
| 01341 - Stenographer I                           | 12.43 |
| 01342 - Stenographer II                          | 14.34 |
| 01400 - Supply Technician                        | 24.51 |
| 01420 - Survey Worker (Interviewer)              | 16.07 |
| 01460 - Switchboard Operator-Receptionist        | 12.08 |
| 01510 - Test Examiner                            | 16.65 |
| 01520 - Test Proctor                             | 16.65 |
| 01531 - Travel Clerk I                           | 11.49 |
| 01532 - Travel Clerk II                          | 12.56 |
| 01533 - Travel Clerk III                         | 13.79 |
| 01611 - Word Processor I                         | 12.67 |
| 01612 - Word Processor II                        | 15.57 |
| 01613 - Word Processor III                       | 18.97 |
| 03000 - Automatic Data Processing Occupations    |       |
| 03010 - Computer Data Librarian                  | 13.74 |
| 03041 - Computer Operator I                      | 13.74 |
| 03042 - Computer Operator II                     | 15.91 |
| 03043 - Computer Operator III                    | 17.80 |
| 03044 - Computer Operator IV                     | 20.90 |
| 03045 - Computer Operator V                      | 23.14 |
| 03071 - Computer Programmer I (1)                | 21.65 |
| 03072 - Computer Programmer II (1)               | 26.83 |
| 03073 - Computer Programmer III (1)              | 27.62 |
| 03074 - Computer Programmer IV (1)               | 27.62 |
| 03101 - Computer Systems Analyst I (1)           | 27.62 |
| 03102 - Computer Systems Analyst II (1)          | 27.62 |
| 03103 - Computer Systems Analyst III (1)         | 27.62 |
| 03160 - Peripheral Equipment Operator            | 13.78 |
| 05000 - Automotive Service Occupations           |       |
| 05005 - Automotive Body Repairer, Fiberglass     | 20.38 |
| 05010 - Automotive Glass Installer               | 21.12 |
| 05040 - Automotive Worker                        | 21.12 |
| 05070 - Electrician, Automotive                  | 21.93 |
| 05100 - Mobile Equipment Servicer                | 19.44 |
| 05130 - Motor Equipment Metal Mechanic           | 22.70 |
| 05160 - Motor Equipment Metal Worker             | 21.12 |
| 05190 - Motor Vehicle Mechanic                   | 22.30 |
| 05220 - Motor Vehicle Mechanic Helper            | 18.23 |
| 05250 - Motor Vehicle Upholstery Worker          | 20.34 |
| 05280 - Motor Vehicle Wrecker                    | 21.12 |
| 05310 - Painter, Automotive                      | 22.34 |
| 05340 - Radiator Repair Specialist               | 21.12 |
| 05370 - Tire Repairer                            | 15.52 |
| 05400 - Transmission Repair Specialist           | 22.70 |
| 07000 - Food Preparation and Service Occupations |       |
| (not set) - Food Service Worker                  | 8.67  |
| 07010 - Baker                                    | 12.00 |
| 07041 - Cook I                                   | 11.04 |
| 07042 - Cook II                                  | 12.00 |
| 07070 - Dishwasher                               | 8.30  |
| 07130 - Meat Cutter                              | 15.10 |



**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|   |       |
|---|-------|
| 07250 - Waiter/Waitress   | 8.96  |
| 09000 - Furniture Maintenance and Repair Occupations                  |       |
| 09010 - Electrostatic Spray Painter                                   | 18.13 |
| 09040 - Furniture Handler   | 13.02 |
| 09070 - Furniture Refinisher  | 18.13 |
| 09100 - Furniture Refinisher Helper                                   | 15.06 |
| 09110 - Furniture Repairer, Minor                                     | 16.81 |
| 09130 - Upholsterer   | 18.13 |
| 11030 - General Services and Support Occupations                      |       |
| 11030 - Cleaner, Vehicles   | 11.83 |
| 11060 - Elevator Operator   | 9.93  |
| 11090 - Gardener  | 14.69 |
| 11121 - House Keeping Aid I   | 8.99  |
| 11122 - House Keeping Aid II  | 9.93  |
| 11150 - Janitor   | 10.09 |
| 11210 - Laborer, Grounds Maintenance                                  | 11.94 |
| 11240 - Maid or Houseman  | 8.99  |
| 11270 - Pest Controller   | 13.15 |
| 11300 - Refuse Collector  | 12.67 |
| 11330 - Tractor Operator  | 12.54 |
| 11360 - Window Cleaner  | 11.70 |
| 12000 - Health Occupations  |       |
| 12020 - Dental Assistant  | 16.07 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 16.34 |
| 12071 - Licensed Practical Nurse I                                    | 14.15 |
| 12072 - Licensed Practical Nurse II                                   | 15.87 |
| 12073 - Licensed Practical Nurse III                                  | 17.80 |
| 12100 - Medical Assistant   | 13.02 |
| 12130 - Medical Laboratory Technician                                 | 17.15 |
| 12160 - Medical Record Clerk  | 15.16 |
| 12190 - Medical Record Technician                                     | 14.58 |
| 12221 - Nursing Assistant I   | 8.80  |
| 12222 - Nursing Assistant II  | 9.95  |
| 12223 - Nursing Assistant III   | 10.78 |
| 12224 - Nursing Assistant IV  | 12.13 |
| 12250 - Pharmacy Technician   | 16.58 |
| 12280 - Phlebotomist  | 14.34 |
| 12311 - Registered Nurse I  | 27.72 |
| 12312 - Registered Nurse II   | 32.65 |
| 12313 - Registered Nurse II, Specialist                               | 32.65 |
| 12314 - Registered Nurse III  | 38.79 |
| 12315 - Registered Nurse III, Anesthetist                             | 38.79 |
| 12316 - Registered Nurse IV   | 46.49 |
| 13000 - Information and Arts Occupations                              |       |
| 13002 - Audiovisual Librarian   | 22.71 |
| 13011 - Exhibits Specialist I   | 17.60 |
| 13012 - Exhibits Specialist II  | 20.51 |
| 13013 - Exhibits Specialist III                                       | 25.09 |
| 13041 - Illustrator I   | 18.21 |
| 13042 - Illustrator II  | 21.12 |
| 13043 - Illustrator III   | 25.95 |
| 13047 - Librarian   | 25.37 |
| 13050 - Library Technician  | 15.76 |
| 13071 - Photographer I  | 14.32 |
| 13072 - Photographer II   | 18.44 |
| 13073 - Photographer III  | 21.48 |
| 13074 - Photographer IV   | 26.28 |

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|   |       |
|---|-------|
| 13075 - Photographer V  | 31.80 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations |       |
| 15010 - Assembler   | 8.32  |
| 15030 - Counter Attendant                                       | 8.32  |
| 15040 - Dry Cleaner   | 10.23 |
| 15070 - Finisher, Flatwork, Machine                             | 8.32  |
| 15090 - Presser, Hand   | 8.32  |
| 15100 - Presser, Machine, Drycleaning                           | 8.32  |
| 15130 - Presser, Machine, Shirts                                | 8.32  |
| 15160 - Presser, Machine, Wearing Apparel, Laundry              | 8.32  |
| 15190 - Sewing Machine Operator                                 | 10.89 |
| 15220 - Tailor  | 11.53 |
| 15250 - Washer, Machine   | 8.92  |
| 19000 - Machine Tool Operation and Repair Occupations           |       |
| 19010 - Machine-Tool Operator (Toolroom)                        | 18.13 |
| 19040 - Tool and Die Maker                                      | 22.25 |
| 21000 - Material Handling and Packing Occupations               |       |
| 21010 - Fuel Distribution System Operator                       | 20.42 |
| 21020 - Material Coordinator                                    | 18.04 |
| 21030 - Material Expediter                                      | 18.04 |
| 21040 - Material Handling Laborer                               | 11.88 |
| 21050 - Order Filler  | 10.93 |
| 21071 - Forklift Operator                                       | 14.37 |
| 21080 - Production Line Worker (Food Processing)                | 14.37 |
| 21100 - Shipping/Receiving Clerk                                | 12.76 |
| 21130 - Shipping Packer   | 12.96 |
| 21140 - Store Worker I  | 10.61 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II)            | 13.96 |
| 21210 - Tools and Parts Attendant                               | 14.25 |
| 21400 - Warehouse Specialist                                    | 14.37 |
| 23000 - Mechanics and Maintenance and Repair Occupations        |       |
| 23010 - Aircraft Mechanic                                       | 21.01 |
| 23040 - Aircraft Mechanic Helper                                | 15.53 |
| 23050 - Aircraft Quality Control Inspector                      | 21.91 |
| 23060 - Aircraft Servicer                                       | 17.33 |
| 23070 - Aircraft Worker   | 17.99 |
| 23100 - Appliance Mechanic                                      | 19.76 |
| 23120 - Bicycle Repairer  | 15.52 |
| 23125 - Cable Splicer   | 21.57 |
| 23130 - Carpenter, Maintenance                                  | 20.45 |
| 23140 - Carpet Layer  | 17.45 |
| 23160 - Electrician, Maintenance                                | 21.81 |
| 23181 - Electronics Technician, Maintenance I                   | 14.60 |
| 23182 - Electronics Technician, Maintenance II                  | 21.21 |
| 23183 - Electronics Technician, Maintenance III                 | 25.41 |
| 23260 - Fabric Worker   | 16.81 |
| 23290 - Fire Alarm System Mechanic                              | 19.42 |
| 23310 - Fire Extinguisher Repairer                              | 16.36 |
| 23340 - Fuel Distribution System Mechanic                       | 23.85 |
| 23370 - General Maintenance Worker                              | 17.45 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic    | 20.21 |
| 23430 - Heavy Equipment Mechanic                                | 22.09 |
| 23440 - Heavy Equipment Operator                                | 25.72 |
| 23460 - Instrument Mechanic                                     | 20.89 |
| 23470 - Laborer   | 10.95 |
| 23500 - Locksmith   | 18.13 |
| 23530 - Machinery Maintenance Mechanic                          | 22.42 |

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|  |       |
|--|-------|
| 23550 - Machinist, Maintenance                               | 18.96 |
| 23580 - Maintenance Trades Helper                            | 15.06 |
| 23640 - Millwright   | 27.53 |
| 23700 - Office Appliance Repairer                            | 19.76 |
| 23740 - Painter, Aircraft                                    | 18.46 |
| 23760 - Painter, Maintenance                                 | 18.13 |
| 23790 - Pipefitter, Maintenance                              | 21.41 |
| 23800 - Plumber, Maintenance                                 | 20.69 |
| 23820 - Pneudraulic Systems Mechanic                         | 20.89 |
| 23850 - Rigger   | 19.59 |
| 23870 - Scale Mechanic                                       | 18.63 |
| 23890 - Sheet-Metal Worker, Maintenance                      | 18.76 |
| 23910 - Small Engine Mechanic                                | 17.45 |
| 23930 - Telecommunication Mechanic I                         | 20.89 |
| 23931 - Telecommunication Mechanic II                        | 24.22 |
| 23950 - Telephone Lineman                                    | 20.89 |
| 23960 - Welder, Combination, Maintenance                     | 18.76 |
| 23965 - Well Driller   | 19.74 |
| 23970 - Woodcraft Worker                                     | 20.89 |
| 23980 - Woodworker   | 16.06 |
| 24000 - Personal Needs Occupations                           |       |
| 24570 - Child Care Attendant                                 | 9.60  |
| 24580 - Child Care Center Clerk                              | 13.39 |
| 24600 - Chore Aid  | 9.19  |
| 24630 - Homemaker  | 16.79 |
| 25000 - Plant and System Operation Occupations               |       |
| 25010 - Boiler Tender  | 22.70 |
| 25040 - Sewage Plant Operator                                | 23.28 |
| 25070 - Stationary Engineer                                  | 22.75 |
| 25190 - Ventilation Equipment Tender                         | 17.69 |
| 25210 - Water Treatment Plant Operator                       | 23.28 |
| 27000 - Protective Service Occupations                       |       |
| (not set) - Police Officer                                   | 27.26 |
| 27004 - Alarm Monitor  | 20.95 |
| 27006 - Corrections Officer                                  | 22.18 |
| 27010 - Court Security Officer                               | 22.94 |
| 27040 - Detention Officer                                    | 22.96 |
| 27070 - Firefighter  | 20.71 |
| 27101 - Guard I  | 10.54 |
| 27102 - Guard II   | 20.14 |
| 28000 - Stevedoring/Longshoremen Occupations                 |       |
| 28010 - Blocker and Bracer                                   | 19.98 |
| 28020 - Hatch Tender   | 18.63 |
| 28030 - Line Handler   | 18.63 |
| 28040 - Stevedore I  | 17.86 |
| 28050 - Stevedore II   | 21.99 |
| 29000 - Technical Occupations                                |       |
| 21150 - Graphic Artist                                       | 20.28 |
| 29010 - Air Traffic Control Specialist, Center (2)           | 33.59 |
| 29011 - Air Traffic Control Specialist, Station (2)          | 22.88 |
| 29012 - Air Traffic Control Specialist, Terminal (2)         | 25.19 |
| 29023 - Archeological Technician I                           | 17.17 |
| 29024 - Archeological Technician II                          | 19.21 |
| 29025 - Archeological Technician III                         | 23.80 |
| 29030 - Cartographic Technician                              | 22.77 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 30.38 |
| 29040 - Civil Engineering Technician                         | 24.93 |

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

|   |       |
|---|-------|
| 29061 - Drafter I   | 13.34 |
| 29062 - Drafter II  | 14.98 |
| 29063 - Drafter III   | 19.27 |
| 29064 - Drafter IV  | 22.46 |
| 29081 - Engineering Technician I                                      | 14.99 |
| 29082 - Engineering Technician II                                     | 16.83 |
| 29083 - Engineering Technician III                                    | 20.26 |
| 29084 - Engineering Technician IV                                     | 24.68 |
| 29085 - Engineering Technician V                                      | 30.06 |
| 29086 - Engineering Technician VI                                     | 36.39 |
| 29090 - Environmental Technician                                      | 18.82 |
| 29100 - Flight Simulator/Instructor (Pilot)                           | 31.94 |
| 29160 - Instructor  | 23.75 |
| 29210 - Laboratory Technician   | 19.29 |
| 29240 - Mathematical Technician                                       | 23.52 |
| 29361 - Paralegal/Legal Assistant I                                   | 17.98 |
| 29362 - Paralegal/Legal Assistant II                                  | 22.54 |
| 29363 - Paralegal/Legal Assistant III                                 | 27.57 |
| 29364 - Paralegal/Legal Assistant IV                                  | 33.35 |
| 29390 - Photooptics Technician  | 23.43 |
| 29480 - Technical Writer  | 31.17 |
| 29491 - Unexploded Ordnance (UXO) Technician I                        | 21.08 |
| 29492 - Unexploded Ordnance (UXO) Technician II                       | 25.51 |
| 29493 - Unexploded Ordnance (UXO) Technician III                      | 30.57 |
| 29494 - Unexploded (UXO) Safety Escort                                | 21.08 |
| 29495 - Unexploded (UXO) Sweep Personnel                              | 21.08 |
| 29620 - Weather Observer, Senior (3)                                  | 19.32 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 17.40 |
| 29622 - Weather Observer, Upper Air (3)                               | 17.40 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations        |       |
| 31030 - Bus Driver  | 15.77 |
| 31260 - Parking and Lot Attendant                                     | 8.66  |
| 31290 - Shuttle Bus Driver  | 12.50 |
| 31300 - Taxi Driver   | 9.65  |
| 31361 - Truckdriver, Light Truck                                      | 12.50 |
| 31362 - Truckdriver, Medium Truck                                     | 16.44 |
| 31363 - Truckdriver, Heavy Truck                                      | 17.47 |
| 31364 - Truckdriver, Tractor-Trailer                                  | 17.47 |
| 99000 - Miscellaneous Occupations                                     |       |
| 99020 - Animal Caretaker  | 11.46 |
| 99030 - Cashier   | 10.94 |
| 99041 - Carnival Equipment Operator                                   | 13.96 |
| 99042 - Carnival Equipment Repairer                                   | 14.87 |
| 99043 - Carnival Worker   | 10.00 |
| 99050 - Desk Clerk  | 10.32 |
| 99095 - Embalmer  | 21.58 |
| 99300 - Lifeguard   | 11.08 |
| 99310 - Mortician   | 21.58 |
| 99350 - Park Attendant (Aide)   | 13.91 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)        | 11.63 |
| 99500 - Recreation Specialist   | 13.95 |
| 99510 - Recycling Worker  | 15.92 |
| 99610 - Sales Clerk   | 12.32 |
| 99620 - School Crossing Guard (Crosswalk Attendant)                   | 9.50  |
| 99630 - Sport Official  | 11.08 |
| 99658 - Survey Party Chief (Chief of Party)                           | 21.91 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)    | 19.92 |

|   |       |
|---|-------|
| 99660 - Surveying Aide                  | 14.31 |
| 99690 - Swimming Pool Operator          | 13.69 |
| 99720 - Vending Machine Attendant       | 12.90 |
| 99730 - Vending Machine Repairer        | 14.93 |
| 99740 - Vending Machine Repairer Helper | 12.46 |

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans.

Minimum employer contributions costing an average of \$2.87 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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



5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT #2

**Standards of Contractor Employee Conduct and Responsibility**

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

**1. Personal Conduct**

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

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

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

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

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

2. **Responsiveness**

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

3. **Confidentiality**

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

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

4. **Facility Identification**

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

5. **Introduction of Contraband**

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

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

6. **Sanctions for Misconduct**

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

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

7. **Reporting Misconduct**

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

**8. Investigations of Misconduct**

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

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

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

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

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

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

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

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

**9. Employee Training**

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

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



Western Regional Office  
5963 La Place Court, Suite 105  
Carlsbad, California 92008

MAIN TEL: 760 930 9500  
FAX: 760 930 9550  
[www.thegeogroupinc.com](http://www.thegeogroupinc.com)

April 5, 2006

Mr. Michael Thomas, COTR  
Office of the Federal Detention Trustee  
National Place Building, Suite 1210  
1331 Pennsylvania Avenue, NW  
Washington DC 20530

**RE: REQUEST FOR CLARIFICATION ODT-6-C-0002**

Dear Mr. Thomas:

Please allow me to introduce myself. My name is James Black and I am the Director of Contract Compliance for the Western Region of The GEO Group, Inc. The Western Region is comprised of all GEO facilities in the western portion of the United States including the Western Region Detention Facility in San Diego which lists you as the Contracting Officers Technical Representative. The purpose of this missive is to seek clarification to the attached list of performance related items found in the Performance of Work Statement (PWS) for ODT-6-C-002. We respectfully request your review of these areas and that you provide us with the appropriate clarification/direction.

Should you have any questions regarding our request or any other areas related to the operation of the WRDF please feel free to contact me at: (760) 930-9500.

Regards,

James Black  
Director of Contract Compliance  
Western Region

cc: Lori A. Ray, OFDT Contracting Office  
Amber Martin, GEO Vice President of Contracts and Compliance  
Ed Brown, GEO Vice President, Western Region  
Eric Noonan, GEO Warden WRDF

## **Clarification/Guidance Request**

### **C.4.9 Institutional Emergency Readiness**

**"The plan, (emergency plan) shall also include provisions for one or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the contractor."**

- We are requesting general guidance relating to the specificity of the protective clothing and equipment referenced, and whether or not the 30% indicated in the PWS is inclusive of non-security staff.*


### **C.5.4 Standards of Conduct**

**"The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with procedures defined by the COTR".**


- What is the specific procedure and points of contact for making such notifications, including after normal working hours?*

### **Attachment #2, page 3 of 4, #7 Reporting Misconduct**

**"The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO."**

- 
- Should this notification be in writing or made verbally? Additionally, to what extent does the Contracting Officer wish to be notified? The term misconduct in this instance can be very broad.*

### **Attachment #2, page 3 of 4, #8 Investigations of Misconduct**



**"The contractor is prohibited from conducting internal investigations of employee misconduct without the expressed authority from the respective agency".**

- *In this same section it later states “the contractor will not conduct preliminary investigation without approval from the CO, limited to gathering statements and collecting relevant documents.” Then two paragraphs later it states, “The contractor is authorized by the CO to conduct a local investigation. We are requesting general guidance relating to the expectations of your office as it relates to our involvement in investigation acts of misconduct by GEO staff.*

#### **C.5.3.5 Staffing**

**This section references a “Unit Management Team”.**

- *We are requesting general guidance as to what this position is.*

#### **C.6.3 Facility Health Care Services to Detainees**

**The Contractor shall have written plans and procedures for providing detainee access to medical, mental health and dental services for the facility per USMS’ standards. The plans shall include, but are not limited to the following:**

- **Video conferencing for medical consultations** ICE?
- *We are requesting general clarification relating to this requirement. Currently none of our contracted physicians utilize this method.*

#### **C.6.3 Facility Health Care Services to Detainees**

**“The contractor shall establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.)**

- *We are requesting general clarification relating to the manner in which this service should be provided and any and all requirements for the same.*



### **C.8.6 Detainee Work Program**

**"Only short term detainees may volunteer to work within the secure confines of the contracted facility if they sign a waiver of their right not to work. USMS detainees with suicide tendencies, attempted escape or escape history, violent history, gang affiliation or retainers for pending charges with other local, state or federal agencies will not be considered for the volunteer program. In addition, the contractor will ensure that detainees who volunteer to work are denied access to prescription medication".**

- Does this mean that detainee's cannot work in the general proximity of pharmaceuticals or that in order for them to work that they may not be of any prescription medications? A large majority of the female detainee's is prescribed some form of prescription anti-depressant, depending upon the interpretation of portions of C.8.6 the ability for the facility to have a detainee work program will be hindered.*

### **Attachment #10, audit tool**

**"During admissions and orientation process, detainees receive information on (in English / Spanish and any prevailing local language for the specific facility and are shown the "Know Your Rights Video" – By ICE Staff)"**

- Currently there is no ICE staff members assigned to the WRDF.*

***Finally, we have been instructed to continue submitting our employee background request through the USMS, should this process continue?***

ATTACHMENT #3 - CONTRACT DETENTION FACILITY

Part I

**Scope and Coverage of a Limited Background Investigation (LBI)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Part II**

### **Scope and Coverage of a Periodic Reinvestigation**

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

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

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

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

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

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

**Personal Subject Interview** is scheduled at current job location.

**Education** is not scheduled.

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

**Employment** is not scheduled

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

**Stateside Military Service** is not scheduled.

### Part III

#### **Adjudication Standards for Resolving LBI and Periodic Reinvestigation**

- A. INTRODUCTION: The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with the Department of Justice (DOJ). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. PURPOSE: The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.
- C. PRINCIPALS: All derogatory information must be favorably resolved by the contractor before the DOJ will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

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

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
  - (a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that

- reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
- (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:

- 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
- 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

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

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

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

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

- (1) Loyalty. Any information which indicates the employee is not loyal should be identified as derogatory. Several examples which should bring into question an individual's loyalty are:
  - advocating force or violence to overthrow the government of the United States;
  - establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;
  - membership in organizations which systematically commit criminal acts against the United States Government.
- (2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information which tends to show the employee may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or

associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

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

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

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

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

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

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

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

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

(4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure

of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

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

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

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

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

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

(a) Debts to be Resolved:

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

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

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.

- (7) Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.

- (8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.

- (9) Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the



risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.

- (10) Classified Information: Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it shall be handled appropriately by the contractor.

- E. PROCEDURES TO RESOLVE DEROGATORY INFORMATION: Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the employee or written questions given to the employee.

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



Federal Bureau of Prisons

ATTACHMENT 6

8

## Operations Memorandum

Number 128-90(5251)  
Date September 17, 1990  
Subject Inmate Performance  
Pay Hourly Rate

Cancellation Date September 30, 1991

1. Purpose: To advise each field location of a 5 percent increase in inmate performance pay hourly rates.
2. Directive Referenced: Program Statement 5251.2, Inmate Work and Performance Pay Program.
3. Background: The Chief Executive Officers of each Bureau of Prisons facility may recognize an inmate's work performance or productive participation in specified correctional programs by granting performance pay. The Executive Staff recently approved a proposal to increase inmate performance pay by 5 percent, commensurate with the 5 percent increase in UNICOR pay. Therefore, the inmate performance pay rates for FY 1991 are as follows:

|         |   |     |
|---------|---|-----|
| Grade 1 | - | .40 |
| Grade 2 | - | .29 |
| Grade 3 | - | .17 |
| Grade 4 | - | .12 |
4. Maintenance Pay: Maintenance Pay is designed as temporary compensation for those inmates who are performing satisfactory work, but due to overcrowding conditions, are assigned to work details in excess of the detail's allotted inmate work positions. Maintenance Pay is a flat rate payable monthly, and is not to exceed the amount authorized by the Assistant Director, Correctional Programs Division. The Maintenance Pay amount authorized for FY 1991 is \$5.25.
5. Effective Date: The effective date for the above 5 percent increase in inmate performance pay rates is October 1, 1990.
6. Action: This Operations Memorandum is to be posted on all inmate bulletin boards and placed in inmate law libraries.

AL P.01

ATTACHMENT 7 - USE OF FORCE

POLICY STATEMENT  
USE OF DEADLY FORCE

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

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

### Commentary Regarding the Use of Deadly Force

#### I. Introduction

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

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

#### II. Definitions

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

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

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

#### III. Principals on the Use of Deadly Force

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

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

another officer, a prisoner or suspect, or the public in danger of death or serious physical injury before using deadly force.

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

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

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

#### IV. Lesser Means

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

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

Warning shots. Within or from the immediate environs of a secure facility, warning shots may be fired as an intermediate measure at the discretion of the officer if verbal warnings are to no avail. If the officer determines that the firing of a warning shot is necessary to deterring or preventing an escape or preventing loss of life or infliction of serious physical injury, the officer may fire warning shots if he or she can do so safely, that is, there is not apparent danger of injury to an innocent person.

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

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

An officer who has reason to believe that a driver or occupant poses an imminent danger of death or serious

**Comprehensive Secure Detention Services  
San Diego, CA (Western Region)**

**The GEO Group, Inc.  
Contract Award No. ODT-6-C-0002**

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

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

#### V. Miscellaneous

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

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

ATTACHMENT 9 – CONTRACT DETENTION FACILITY

**Quality Assurance Plan (QAP)  
Comprehensive Detention Services  
USMS Western Region, San Diego, CA**

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

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

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

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

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

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

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

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

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

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

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

The PRS and Performance-Based Detention Standards identify:

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

|  |
|--|
| <b>USMS Western Region Detention Facility, San Diego, CA</b><br><b>Performance Requirement Summary</b> |
|--|

**(1) Administration and Management**

*Objective* - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.

**Deduction: 10%**

*(See Performance-Based Detention Standards)*    **SECTION**

|                                       |                                     |             |
|---------------------------------------|-------------------------------------|-------------|
| Performance-Based Detention Standards | Policy Development and Monitoring   | (A.1)       |
|                                       | Internal Inspections and/or Reviews | (A.2) (K.1) |
|                                       | Detainee Records                    | (A.3)       |
|                                       | Admission and Orientation           | (A.4)       |
|                                       | Personal Property and Monies        | (A.5) (K.2) |
|                                       | Detainee Release                    | (A.6)(K.3)  |
|                                       | Accommodations for the Disabled     | (A.7)       |



**(2) Health Care**

*Objective* - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services, response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.

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

|  |   |             |
|--|---|-------------|
| Performance-Based<br>Detention Standards | Intake Health Screening   | (B.1)       |
|  | Medical, Dental, and Mental Health Appraisals                   | (B.2) (K.4) |
|  | Access to Routine, Acute Chronic, and Emergency Health Services | (B.3) (K.5) |
|  | Experimental Research   | (B.4)       |
|  | Response to Medical, Mental, and Dental Health Needs            | (B.5)       |
|  | Suicide Prevention  | (B.6)       |
|  | Detainee Hunger Strikes   | (B.7)       |
|  | Detainee Death  | (B.8)       |
|  | Informed Consent/Involuntary Treatment                          | (B.9)       |
|  | Infectious Disease  | (B.10)      |

**(3) Security and Control**

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

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

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

|   |   |                |
|---|---|----------------|
| <b>(4) Food Service</b>   |   |                |
| <i>Objective</i> - Address basic sanitation procedures and the adequacy of meals provided to detainees.   |   |                |
| <b>Deduction: 15%</b>   | (See Performance-Based Detention Standards) | <b>SECTION</b> |
| Performance-Based<br>Detention Standards  | Sanitation Requirements                     | (D.1) (K.10)   |
|   | Ensure Meals are Varied                     | (D.2)(K.11)    |
|   | Special Diets                               | (D.3)          |
| <b>(5) Staff and Detainee Communication</b>   |   |                |
| <i>Objective</i> - Address opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff.   |   |                |
| <b>Deduction: 5%</b>  | (See Performance-Based Detention Standards) | <b>SECTION</b> |
| Performance-Based<br>Detention Standards  | Staff-Detainee Communication                | (E.1) (K.12)   |
|   | Diversity Training                          | (E.2)          |
|   | Detainee Grievances                         | (E.3) (K.13)   |
| <b>(6) Safety and Sanitation</b>  |   |                |
| <i>Objective</i> - Addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding. |   |                |
| <b>Deduction: 10%</b>   | (See Performance-Based Detention Standards) | <b>SECTION</b> |
| Performance-Based<br>Detention Standards  | Fire Safety                                 | (F.1)          |
|   | Non-Hazardous Furnishings                   | (F.2)          |
|   | Control of Dangerous Materials              | (F.3)          |
|   | Environmental Control                       | (F.4)          |
|   | Clothing and Bedding                        | (F.5) (K.14)   |
|   | Personal Hygiene/Well-being                 | (F.6)          |
|   | Physical Facility and Equipment             | (F.7) (K.15)   |

**(7) Services and Programs**

*Objective* - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.

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

|                                       |  |              |
|---------------------------------------|--|--------------|
| Performance-Based Detention Standards | Classification, Review, and Housing    | (G.1) (K.16) |
|                                       | Religious Practices                    | (G.2) (K.17) |
|                                       | Volunteer Work Assignments             | (G.3)        |
|                                       | Work Assignments and Security          | (G.4)        |
|                                       | Exercise and Out-of-Cell Opportunities | (G.5)        |
|                                       | Legal Materials                        | (G.6)        |
|                                       | Legal Representation                   | (G.7) (K.18) |
|                                       | Telephone Access                       | (G.8)        |
|                                       | Visitation Privileges                  | (G.9)        |
|                                       | Detainee Mail and Correspondence       | (G.10)(K.19) |

**(8) Workforce Integrity**

*Objective* - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.

**Deduction: 2.5%** (See Performance-Based Detention Standards) **SECTION**

|                                       |  |       |
|---------------------------------------|--|-------|
| Performance-Based Detention Standards | Staff Background and Reference Checks        | (H.1) |
|                                       | Staff Training, Licensing, and Credentialing | (H.2) |
|                                       | Staff Misconduct                             | (H.3) |

**(9) Detainee Discrimination**

*Objective* – Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.

**Deduction: 2.5%** (See Performance-Based Detention Standards) **SECTION**

|                                       |                           |       |
|---------------------------------------|---------------------------|-------|
| Performance-Based Detention Standards | Discrimination Prevention | (I.1) |
|---------------------------------------|---------------------------|-------|