

**CONTRACT AWARD**

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1. CONTRACT NUMBER: ODT-10-C-0001  
 2. EFFECTIVE DATE: 3/20/2010  
 3. SOLICITATION NUMBER: ODT-9-R-0005  
 4. REQUISITION/PROJECT NUMBER: West Tennessee

5. ISSUED BY: CODE [ ]  
 United States Department of Justice  
 Office of the Federal Detention Trustee  
 4601 North Fairfax Drive, Suite 910  
 Arlington, VA 22203

6. ADMINISTERED BY (if other than Item 5): CODE [ ]  
 United States Department of Justice  
 Office of the Federal Detention Trustee  
 4601 North Fairfax Drive, Suite 910  
 Arlington, VA 22203

7. NAME AND ADDRESS OF CONTRACTOR: CODE [ ]  
 Corrections Corporation of America  
 10 Burton Hills Boulevard  
 Nashville, TN 37215

8. PAYMENT WILL BE MADE BY:  
 United States Marshal Service  
 167 N. Main Street  
 Memphis, TN 38103

9A. DUNS NUMBER: 159734151  
 9B. TAXPAYER'S IDENTIFICATION NO.: 621763875  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO:  
 ITEM 5  ITEM 6  ITEM 8  OTHER (Specify)

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12. BRIEF DESCRIPTION  
 Contract performance requires 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.

13. TOTAL AMOUNT OF CONTRACT: \$27,450,811.00

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

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

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

B. SIGNATURE OF PERSON AUTHORIZED TO SIGN: *Atasha K. Metcalf*  
 C. NAME OF SIGNER: Atasha K. Metcalf  
 D. TITLE OF SIGNER: Vice President, Partnership Development  
 E. DATE: 3/19/10

A. UNITED STATES OF AMERICA (Signature of Contracting Officer): *Anthony D. Bigsby*  
 B. NAME OF CONTRACTING OFFICER: Anthony Bigsby  
 C. DATE: 20 MARCH 2010

## PART I - THE SCHEDULE

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

#### B.1 SERVICES AND PRICES

##### (a) NONPERSONAL SERVICES

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a contractor-owned/contractor-operated detention facility for federal detainees as defined in this Request for Proposal (RFP).

These comprehensive detention services will serve a population principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

The period of performance for this contract, which the Government may award under the terms and conditions of this RFP, will be for a two-year base period, with up to nine two-year options to extend. Potentially, the contract could be for a 20 year period.

##### (b) PRICING INSTRUCTIONS

For purposes of this solicitation, the offeror must submit an offer for the total two-year base period requirement and each option period. The prices will be for providing all services as required by the solicitation.

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

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

Year 2 - 30% of the Total Base Period Price

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

**Section B - Pricing Schedule**

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

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

Base Period	Estimated Prisoner Days (1)	Per-Day Rate	Total
3/20/10-9/30/10	(b) (4)		
10/1/10-9/30/11			
		<i>Total</i>	\$27,077,030
Base Period	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
3/20/10-9/30/10	(b) (4)		
10/1/10-9/30/11			
		<i>Total</i>	(b) (4)
		<i>Base Year Total</i>	\$27,450,811
Option Period #1	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/11-9/30/12	(b) (4)		
10/1/12-9/30/13			
		<i>Total</i>	\$34,396,625
Option Period #1	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/11-9/30/12	(b) (4)		
10/1/12-9/30/13			
		<i>Total</i>	(b) (4)
		<i>Option #1 Total</i>	\$34,871,431
Option Period #2	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/13-9/30/14	(b) (4)		
10/1/14-9/30/15			
		<i>Total</i>	\$36,087,550
Option Period #2	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/13-9/30/14	(b) (4)		
10/1/14-9/30/15			
		<i>Total</i>	(b) (4)
		<i>Option #2 Total</i>	\$36,585,700
Option Period #3	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/15-9/30/16	(b) (4)		
10/1/16-9/30/17			
		<i>Total</i>	\$37,963,845
Option Period #3	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/15-9/30/16	(b) (4)		
10/1/16-9/30/17			
		<i>Total</i>	(b) (4)
		<i>Option #3 Total</i>	\$38,487,919
Option Period #4	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/17-9/30/18	(b) (4)		
10/1/18-9/30/19			
		<i>Total</i>	\$39,830,625
Option Period #4	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/17-9/30/18	(b) (4)		
10/1/18-9/30/19			
		<i>Total</i>	(b) (4)
		<i>Option #4 Total</i>	\$40,380,425

Option Period #5	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/19-9/30/20	(b) (4)		
10/1/20-9/30/21	(b) (4)		
		Total	\$41,902,040
Option Period #5	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/19-9/30/20	(b) (4)		
10/1/20-9/30/21	(b) (4)		
		Total	(b) (4)
		Option #5 Total	\$42,480,489
Option Period #6	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/21-9/30/22	(b) (4)		
10/1/22-9/30/23	(b) (4)		
		Total	(b) (4)
Option Period #6	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/21-9/30/22	(b) (4)		
10/1/22-9/30/23	(b) (4)		
		Total	(b) (4)
		Option #6 Total	\$44,569,325
Option Period #7	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/23-9/30/24	(b) (4)		
10/1/24-9/30/25	(b) (4)		
		Total	(b) (4)
Option Period #7	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/23-9/30/24	(b) (4)		
10/1/24-9/30/25	(b) (4)		
		Total	(b) (4)
		Option #7 Total	\$46,888,122
Option Period #8	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/25-9/30/26	(b) (4)		
10/1/26-9/30/27	(b) (4)		
		Total	(b) (4)
Option Period #8	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/25-9/30/26	(b) (4)		
10/1/26-9/30/27	(b) (4)		
		Total	(b) (4)
		Option #8 Total	\$49,192,950
Option Period #9	Estimated Prisoner Days (1)	Per-Day Rate	Total
10/1/27-9/30/28	(b) (4)		
10/1/28-2/4/30	(b) (4)		
		Total	(b) (4)
Option Period #9	Estimated Guard Service Hours	Per-Hour-Rate (2)	Total
10/1/27-9/30/28	(b) (4)		
10/1/28-2/4/30	(b) (4)		
		Total	(b) (4)
		Option #9 Total	\$60,853,708

**Notes:**

- (1) Estimated Prisoner Days totals in the periods containing leap years have been adjusted to reflect the extra day in that period.
- (2) Base Period Per-Hour-Rate is CCA's calculated hourly rate based upon current SCA wage determination rate for Correctional Officer, including overtime, salaries and benefits, and additional anticipated costs of service delivery. Sufficient resources will be available to meet the necessary guard services requirements.

Section C

UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)  
COMPREHENSIVE DETENTION SERVICES  
NOVEMBER 2010 – WESTERN DISTRICT OF TENNESSEE

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## **C.1 Definitions/Acronyms**

ACA: American Correctional Association.

ALDF: Performance –Based Standards for Adult Detention Facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FPBDS: Federal Performance Based Detention Standards

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

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

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

HEALTH CARE: To provide for the physical and mental well being of a population. Health care includes



medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.

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

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

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

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

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

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

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

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

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

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

PRISONER DAY: For prisoner population in excess of the minimum guarantee the Contractor shall charge

the fixed incremental unit price (FIUP). The FIUP may be charged for the day of arrival but not for the day of departure. The Contractor shall not bill the Government for any day(s) that a prisoner stays overnight outside the Contractor's facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **C.2 Introduction**

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

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

15  
16 The West Tennessee Detention Facility in Mason, TN shall have the capability to accommodate at least  
17 **400 and 500** prisoners. The facility shall be located within 60 miles of the U.S. Federal Courthouse. The  
18 facility shall also be located within appropriate proximity and access to emergency services (medical, fire  
19 protection, law enforcement, etc.). In addition, the institution shall include special housing units with a  
20 capacity of at least 10 percent of the detainee's beds at the facility. The 18 beds in receiving and  
21 discharging at West Tennessee can be counted as special housing in order to meet the 10% requirement.

22  
23 The facility shall have five (3) sound proof video conferencing stations that permit prisoners and their  
24 attorneys to communicate in a secure manner which preserve the confidentiality of the attorney-client  
25 relationship and allow medical consultations. CCA's proposal to improve the acoustic qualities of these  
26 rooms and add video equipment to create (3) video conferencing stations is acceptable. Should the three  
27 video stations prove insufficient CCA shall add two (2) more.

28  
29 Contract performance shall begin upon written issuance of the Notice to Proceed (NTP) signed by the CO.  
30 Upon receipt of the NTP, the contractor shall immediately begin accepting detainees. The Contractor's  
31 ability to perform in accordance with the terms of the contract will be assessed prior to issuance of the  
32 Notice to Proceed (NTP). (See Section F.2)

33  
34  
35 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA  
36 Standards and the *Federal Performance-Based Detention Standards (FPBDS)* located at,  
37 [www.usdoj.gov/ofdt/standards](http://www.usdoj.gov/ofdt/standards), shall be developed by the Contractor. CCA's request for a time frame of 30  
38 days be established following submission of plans, policies and procedures or changes to the plans,  
39 policies, and procedures after which the plans, policies, and procedures, or changes will be assumed to  
40 have been approved if no response is received from the CO is acceptable. Once concurrence has been  
41 granted, these plans, policies and procedures shall not be modified without the prior written  
42 acknowledgment of the CO. Whether required by this PWS, elsewhere in this contract, or within the  
43 Contractor's proposal, the Contractor shall adhere to all plans requested and incorporated in the resulting  
44 contract. The Contractor does not have a right of refusal and shall take all referrals from the USMS. The

1 Contractor shall furnish all personnel, management, equipment, supplies and services necessary for  
2 performance of all aspects of the

3  
4  
5  
6 contract. Unless explicitly stated otherwise, the Contractor is responsible for all the costs associated with  
7 and incurred as part of providing the services outlined in this contract.

### 8 9 **C.2.1 General**

10  
11 All services and programs shall comply with the PWS and all applicable federal, state and local laws and  
12 regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court  
13 Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall  
14 apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the  
15 CO shall determine the appropriate standard.

16  
17 The Government reserves its rights to conduct announced and unannounced inspections of any part of the  
18 facility at any time and by any method to assess contract compliance.

19  
20 Unless specified, the Contractor is required to perform in accordance with the most current editions of the  
21 Federal Performance-Based Detention Standards ([www.usdoj.gov/ofdt/standards.htm](http://www.usdoj.gov/ofdt/standards.htm)), American  
22 Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention  
23 Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care  
24 (NCCHC) Standards for Health Services in Jails (current edition).

25  
26 The Contractor shall obtain ACA and NCCHC accreditation within 24 months of NTP and shall maintain  
27 continual compliance with all ACA standards and supplements during the performance of the contract,  
28 unless otherwise specified by the USMS. If the facility is already ACA accredited at the time of Contract  
29 Award, the offeror shall maintain accreditation for the term of the contract. Once full accreditation has been  
30 obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any  
31 option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA  
32 accreditation within 24 months from the NTP may result in a reduction of the contract price.

33  
34 Accomplishment of some ACA standards is augmented by the FPBDS /DOJ/USMS' policy and/or  
35 procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In  
36 cases where other standards conflict with USMS' Policy or Standards, USMS' Policy and Standards shall  
37 prevail.

38  
39 This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO  
40 with information or data. Post-award, the CO may formally designate the COTR to assume some of those  
41 responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to  
42 approve any action which would result in additional charges to the Government. All such changes must be  
43 made in writing by the CO.

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

5  
6 The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and  
7 Records Administration. Records and information management functions are required and mandated by  
8 the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B;  
9 OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal  
10 penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071,  
11 793, 794 and 7989.

12  
13 The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government,  
14 the DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of  
15 action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the  
16 Contractor, its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be  
17 responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred  
18 as a result of any such claim, demand, cause of action, judgment or liability, including those costs,  
19 expenses and attorneys fees incurred by the United States Government, the DOJ and its employees or  
20 agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the  
21 resulting contract.

22  
23 In awarding the contract, the Government does not assume any liability to third parties, nor will the  
24 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death,  
25 bodily injury, or damage to property resulting in any way from the performance of the contract or any  
26 subcontract under this contract.

27  
28 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its  
29 employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation  
30 pertaining to this contract and provided copies of any pleadings filed or said litigation within five working  
31 days of being served such litigation. The Contractor shall cooperate with Government legal staff and/or the  
32 United States Attorney regarding any requests pertaining to federal or Contractor litigation.

33  
34 Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels  
35 of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which  
36 mandates that all judicial inquiries and program recommendations are responded to in a timely and  
37 accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be  
38 made part of the detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a  
39 member of the United States Congress or the media requests information or requests to visit the facility.  
40 The Contractor shall coordinate all public information related issues with the COTR. All press statements  
41 and releases shall be cleared, in advance, with the COTR.

42  
43 The contractor, their employees, agents, or sub-contractors shall not release any information regarding the  
44 facility population, security level, personal identifiers, or medical issues to anyone outside the USMS

1 without express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or  
2 other matter related to the contract shall immediately be referred to the USMS. The contractor shall  
3 immediately notify the USMS of any incident where they believe information was released by their  
4 employee, agent, or sub-contractor related to a USMS' matter.

5  
6 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees'  
7 opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles  
8 they write that relate to any aspect of contract performance or the facility operations.

### 9 10 **C.2.2 Quality Control**

11  
12 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this  
13 PWS are achieved.

14  
15 The Contractor is responsible for management and quality control actions necessary to meet the quality  
16 standards set forth in the contract. The Contractor must provide a Quality Control Plan (QCP) as part of  
17 their proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before  
18 the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the  
19 plan by the CO before the contract start date. The NTP will be contingent upon government approval of  
20 the QCP. \_FPBDS Administration/Management Section – A.2.

21  
22 The records of inspections must be kept and made available to the COTR and CO,  
23 when requested, through the contract performance period and for the period after contract completion until  
24 final settlement of any claims under this contract.

### 25 26 **C.2.3 Quality Assurance**

27  
28 The Government quality assurance is comprised of the various functions, including inspection performed by  
29 the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality.  
30 The Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.

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

### 42 43 **C.3 Administration and Management**

1 **C.3.1 Information System**

2  
3 All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA  
4 Standards and the FPBDS. Policy and procedures shall be developed to ensure the confidentiality and  
5 security of all detainee files. FPBDS Administration/Management Section - A.3.  
6

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

8  
9 The Contractor shall develop a policy to prevent the introduction of contraband upon admission to or  
10 release from the facility or to other authorities. The policy shall be certified by the Corporate Counsel to  
11 ensure it is consistent with state, local and federal laws prior to submission to the Contracting Officer for  
12 approval.  
13

14 Prisoners or Detainees shall be fingerprinted, photographed and receive a shower, and criminal history  
15 check in accordance with the FPBDS on Admissions Documentation. The intake process shall include, at a  
16 minimum, a medical screening, to include TB testing which shall be documented on a USM-522c, and  
17 social screening prior to detainee release into the general population. A psychological screening shall be  
18 conducted within 24 hours of arrival at the facility. CCA's practice of reviewing the USMS 219 form for  
19 criminal history information is acceptable.  
20

21 The Contractor shall provide a detainee classification system that ensures detainees are classified  
22 appropriately using objective criteria and information provided on the USM-129 Prisoner Information Form  
23 to identify special handling or separation issues, and kept physically separate from detainees in other  
24 categories. Detainees will be classified upon arrival, before being admitted to the general population. Any  
25 difference in a detainee's classification from the prior USMS' classification, including but not limited to,  
26 segregation and special housing, requires prior approval of the USMS. FPBDS Administration/  
27 Management Section – A.3.4a, A.4, A.5, A.6, & A.7, and Security & Control C.6  
28

29 The Contractor shall prepare a USMS' 553 Medical Summary of Federal Prisoner/Alien In-Transit form to  
30 accompany any inmates that are transferring out of the institution.  
31

32 **C.3.3 Manage and Account for Prisoners or Detainee Assets**

33  
34 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons  
35 Program Statement P4500.04, Chapter 4526 for Spending Limitation of detainee funds while housed at the  
36 facility located at: [www.bop.gov](http://www.bop.gov).  
37

38 Procedures shall be establish for transferring detainee funds and property upon release from the facility or  
39 transfer to another facility, or when a detainee requests a funds transfer to an outside source. These  
40 procedures shall be provided to the USMS for review and written approval.  
41  
42  
43  
44



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

3  
4 Federal Bureau of Prisons  
5 (Insert valid committed inmate name)  
6 (Insert inmate 8 digit registry number)  
7 P.O. Box 474701  
8 Des Moines, Iowa 50947-0001  
9

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

### 14 15 **C.3.3a Detainee Property**

16  
17 The contractor shall comply with the policy and procedures as outlined in the Federal Bureau of Prisons  
18 Program Statement P5580.07, Personal Property, Inmate at: [www.bop.gov](http://www.bop.gov).

## 19 20 **C.4 Security/Control Prisoners or Detainees Accountability**

### 21 22 **C.4.1 Facility Security**

23  
24 Policy and procedures for the maintenance and security of keys and locking mechanisms shall be  
25 developed. The procedures shall include, but are not limited to: method of inspection to expose  
26 compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a  
27 preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all  
28 work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or  
29 removal from the institution; and method of issuing emergency keys.

30  
31 Policy and procedures shall require that security risk items and those classified controlled tools and  
32 equipment most likely to be used in an escape or as a weapon are not to be issued to detainees under any  
33 circumstances. A contraband control program shall be established in accordance with the ACA, ALDF and  
34 FPBDS on the control of contraband. FPBDS Security and Control Section C. CCA's policy defines such  
35 tools as Class A tools and permits inmates/detainees to use such tools under direct staff supervision.  
36 CCA's request to continue to follow this policy at the West Tennessee Detention facility is found  
37 acceptable.

### 38 39 **C.4.2 Incident Reporting**

40  
41 The Contractor shall immediately report all criminal activity related to the performance of this contract to the  
42 USMS, who shall contact the appropriate law enforcement investigative agency. 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

1 demonstrations, sexual assault/abuse, food boycotts, work strikes, work place violence, civil  
2 disturbances/protests); staff uses of force, assaults on staff/detainees resulting in injuries that require  
3 medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-  
4 down of the facility; escape; any security breaches weapons discharge; suicide attempts; deaths; hunger  
5 strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence  
6 damage; power outages; bomb threats; significant environmental problems that impact the facility  
7 operations; transportation accidents if a detainee is in the vehicle . The Contractor shall provide a safe,  
8 secure, and humane environment for alleged victims of sexual assaults and detainees undergoing mental  
9 health treatment for sexual assault.

10  
11 Federal Law has increased the penalties and expanded jurisdiction for **sexual relations/abuse offenses** in  
12 correctional facilities. The contractor shall review Title 18, USC - 2241, 2242, 2243 and 2244, as sexual  
13 conduct between corrections staff and inmates are considered a felony and punishable under United State  
14 Codes.

15  
16 The Government may investigate any incident pertaining to performance of this contract. The Contractor  
17 shall cooperate with the Government on all such investigations.

#### 18 19 **C.4.2a Prisoner Rape Elimination Act (PREA)**

20  
21 The contractor is required to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit  
22 of the facility. All prisoners or detainees have a right to be safe and free from sexual harassment and  
23 sexual assaults.

#### 24 25 **C.4.3 Detainee Disciplinary Policy**

26  
27 The Contractor shall comply with the FPBDS on Disciplinary Policy. Facility authorities will take disciplinary  
28 action against any detainee that is not in compliance with the rules and procedures of the facility.  
29 FPBD Security & Controls Section C.12.

#### 30 31 **C.4.4 Prisoner or Detainee Accountability**

32  
33 A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at  
34 least one count per shift. All counts shall be documented in separate logs maintained in the applicable  
35 locations where detainees are housed, control center and shift supervisor's office and shall be maintained  
36 for a minimum of 30 days. FPBDS Security & Controls Section C.7.

#### 37 38 **C.4.4.a Detainee Separation**

39  
40 The contractor shall ensure detainees committed to the custody of the Attorney General under a Detention  
41 Order for confinement in a corrections facility separate, to the extent practicable, from prisoners awaiting or  
42 serving sentences or being held in care, custody and control of the U.S. Marshals Service for any variety of  
43 reasons. The contractor shall review Title 18, Part II, Chapter 207, USC 3142.

1  
2 **C.4.5 Transportation and Outside Guard Services**  
3

4  
5 I Objectives  
6

7 The contractor shall be required to provide armed guards and transportation services as required by the  
8 United States Marshals Service (USMS), to transport detainees to and from courthouse, hospitals, medical  
9 visits/appointments, detention facilities, JPATS sites, and provide perimeter security.  
10

11 The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer  
12 immediately upon notification of detainee admission to the hospital facility. Prior to detainee admission to  
13 the hospital the contractor shall ensure the prisoner is admitted under the name of John or Jane Doe for  
14 security reasons. The detainee will remain in contractor custody after admission and for the duration of the  
15 hospital stay or until transferred to USMS custody at the discretion of USMS/COTR.  
16

17 The detainee will remain in contractor custody after admission and for the duration of the hospital stay or  
18 until transferred to USMS custody at the discretion of USMS/COTR.  
19

- 20 a. Contractor shall furnish the necessary security personnel, equipment, direct real time  
21 communication between the Transportation Coordinator/Supervisor and transport vehicles, and  
22 secured transportation vehicles to provide for the protection and safekeeping of persons held under  
23 the authority of any United States statute including the detention of persons who are non-resident  
24 or non-citizens of the United States.  
25
- 26 b. The contractor shall guard Federal prisoners/detainees confined to a medical facility for treatment  
27 as required.  
28
- 29 c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment  
30 by physicians.  
31
- 32 d. Transport/Escort Federal prisoners to and from physicians' offices or for treatment in hospitals.  
33
- 34 e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.  
35
- 36 f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities  
37 (hereinafter) referred to simply as detention facilities and the Federal Courthouse – USMS cellblock  
38 and/or other locations in the Western District of Tennessee as requested by the USMS.  
39
- 40 g. Transporting/Escorting Federal prisoners between detention facilities.  
41
- 42 h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner  
43 Alien Transportation System (JPATS) airlift site.  
44
- i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.

- 1  
2 j. Provide perimeter security at the contract facility.  
3  
4 k. Pick up new USMS arrest at the Federal Courthouse and transport back to the private facility with  
5 their court return prisoner load.  
6  
7 l. Notify the COTR, SDUSM, and duty officer anytime a USMS prisoner is removed from the facility  
8 on an emergency medical transport.  
9  
10 m. Anytime a USMS prisoner is transported outside of the facility the contractor shall ensure at a  
11 minimum that each prisoner will be secured in a martin chain (belly chain), hand cuffs and leg  
12 restraints.  
13  
14 n. When a USMS prisoner is admitted to the hospital the guards will call the facility and report any  
15 room changes with their count for each of the five institution counts.  
16  
17 o. The contractor shall perform other prisoner transports and productions as directed by the USMS  
18 with a 12 hour notification.  
19  
20 II General Requirements  
21  
22 a. The contractor shall provide adequate secured custody of prisoners and requires physical control  
23 of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be  
24 sufficient to prevent escape, especially when the prisoners are not contained within the confines of  
25 a holding facility (cell) and/or restrained through the use restraining devices. The contractor is  
26 responsible for maintaining constant guard, physical control and observation of the prisoner(s) at  
27 all times.  
28  
29 b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport,  
30 escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall  
31 accept Federal prisoners at any time, day or night, and any day of the week.  
32  
33 c. The contractor's personnel shall be armed unless otherwise directed by the United States Marshal  
34 or his designee. (b) (7)(E) will be required when transporting prisoners.  
35  
36 d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or  
37 COTR must be notified **IMMEDIATELY**.  
38  
39 e. Guards/Security personnel are not employees of the United States Government and **shall not**  
40 represent themselves to be employees of the Federal Government.  
41  
42 f. USMS facilities that are offered for use to USMS employees are not authorized to be used by  
43 Contractor personnel (i.e., fitness center, parking facilities, etc.).  
44

- 1 g. The contractor shall provide conspicuous identification for all personnel utilized in the security,  
2 guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall  
3 wear business attire, unless otherwise directed by the COTR.  
4  
5 h. Guards must be physically fit and medically able to perform efficiently and safely the full range of  
6 guard duties. Their general physical condition must in no way involve any defect which might  
7 become a hazard to them selves or others.  
8  
9 i. The contractor shall be responsible for orientation of employees to be utilized in providing the  
10 service herein described. The orientation must be sufficient to ensure all employees understand  
11 and are capable of performing the duties outline in the terms and conditions of this contract.  
12  
13 j. Any information provided to the Contractor regarding prisoners being guarded, transported, or  
14 escorted shall be treated as confidential and shall not be divulged to anyone except the COTR  
15 and/or his designee, except as otherwise provided for by State or Federal Law.  
16  
17 k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The  
18 COTR shall be provided with a telephone number for use in contacting the Contractor's  
19 operational desk at any time of the day or night.  
20  
21 l. The contractor shall provide a duty roster for all employees assigned to a specific detail. The  
22 roster shall be used for reporting the signature for each employee reporting for duty. The duty  
23 roster shall be submitted to the COTR by the contractor upon request and shall be maintained for  
24 a minimum period of one year. If required for hospital guard details, CCA's Administrative Duty  
25 Officer shall perform an unannounced personal contact visit with the assigned hospital guard (s)  
26 at least once every 72 hours. This practice shall be supplemented by telephone contact each  
27 shift. The inspection shall be recorded & maintained in the Hospital Guard Activity Log. Any and  
28 all activities that occur during that employee's shift relative to a specific prisoner are to be recorded  
29 in the Hospital Guard Activity Log . The Hospital Guard Activity Log shall be created and maintain  
30 by the contractor. The USMS/COTR shall approve the use & format of the contractor's Hospital  
31 Guard Activity Log . The Hospital Activity Logs are to be submitted to the COTR upon completion  
32 of the hospital guard detail.  
33  
34 m. The contractor shall conduct background screening as required in Section C.5.3.1 of the  
35 Performance Work Statement. (PWS). In addition to the requirements in Section C.5.3.1, all  
36 armed guards shall meet the requirements in Section 10 & 11.

37  
38 III Specific Requirements

- 39  
40 1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior  
41 reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.  
42  
43 2. The contractor may assume under normal circumstances that (b) (7)(E) per prisoner detail shall  
44 be sufficient for purposes of maintaining security. However, the COTR shall have the authority to

1 determine when and if more or less than (b) (7)(E) are necessary, and the contractor shall  
2 comply with this determination. For hospital guard details, at least one (1) guard will be of the  
3 same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1)  
4 Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks  
5 little or no English.  
6

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

33 1. **Revolvers:**

34 (b) (7)(E)  
35  
36  
37  
38

39 2. (b) (7)(E)  
40  
41  
42  
43

(b) (7) (E)

1  
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3. Holsters:

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

6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handguns (USMS Policy Directive No. 2.3 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall the Contractor bill for any hours or related costs associated with the weapons proficiency testing. The contractor shall ensure that each guard is familiar with and adheres to the DOJ/USMS Use of Force (USMS Policy Directive No. 2.1 – USE OF FORCE). The contractor shall ensure that each guard reviews the DOJ/USMS Use of Force policy semi-annually to coincide with semi-annual firearms qualifications. All proficiency certifications of compliance will be submitted to the COTR.

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

8. The Contractor shall be responsible for providing restraining devices to be placed on all Federal prisoners while in the Contractor's custody. The Contractor restraints shall be of Hiatt, Smith & Wesson, Peerless or American brand. Prisoners being transported and/or

1 escorted shall be restrained using a waist chain, handcuffs, and leg irons. For security  
2 purposes, it is highly recommended that a black or blue box be used in conjunction with  
3 the waist chain and handcuff. Specialty restraints (i.e., tether & control straps, thumb  
4 cuffs, flex-cuffs, restraint chairs, etc.) will not be used unless specifically authorized by the  
5 United States Marshal. Leg irons will be used on prisoners confined to a hospital which  
6 does not have a jail ward. If leg irons must be removed for medical or other compelling  
7 purposes, handcuffs will be applied prior to removal of the leg irons, and handcuffs will not  
8 be removed prior to applying leg irons. Leg irons and/or handcuffs will not be removed  
9 from a prisoner undergoing medical care or when he or she bathes or showers. When  
10 compelling medical reasons dictate and upon approval of the United States Marshal,  
11 restraining devices will not be used. Leg irons will not be placed over boots.

- 12
- 13 9. Contractor shall be responsible for ensuring that all security personnel have been  
14 properly immunized and received a tuberculin skin test at no cost to the Federal  
15 Government.
- 16
- 17 10. The Contractor shall comply with the requirements of the State of Tennessee
- 18
- 19 11. All armed guards shall have and maintain a current permit or State certification authorizing  
20 them to carry a firearm.
- 21
- 22 12. Guards shall have the following minimum qualifications:
- 23
- 24 a. Be 21 years or older.
  - 25 b. Speak, read, and write English.
  - 26 c. Possess a valid driver's license.
  - 27 d. Be emotionally stable with no past history of emotional or mental illness.
  - 28 e. Present a respectable appearance and adhere to reasonable grooming  
29 standards as determined by the USMS.
  - 30 f. Be free of misdemeanor or greater convictions for crimes of violence  
31 (Lautenberg Statute).
  - 32 g. Currently not under any court restraining order.
  - 33 h. Free from alcohol and drug dependency.
  - 34 i. Free of illegal drug use.
  - 35 j. Trained and qualified in the use of an approved handgun.
  - 36 k. CCA's current practice of training and authorizing only specific staff to carry and  
37 use OC is acceptable.
  - 38 l. Physically able to perform the full range of duties without limitations as  
39 described in the Performance Work Statement.
- 40
- 41 12. Supervisory personnel shall meet the same criteria as specified for guards.
- 42
- 43 13. If required to perform hospital guard details, supervisory personnel shall perform an  
44 unannounced personal contact with the assigned hospital guards (s) at least once per shift



1 and record this inspection in the Hospital Guard Activity Log. Supervisory personnel shall  
2 make on-the-spot corrections for minor deficiencies and report major discrepancies to both  
3 the Contractor and the COTR.

#### 4 5 **C.4.6 Escapes**

6  
7 The Contractor shall notify the appropriate USMS' Duty Officer, COTR and local Law Enforcement officials  
8 immediately of any USMS' detainee escape or attempted escape. Corrective actions shall be taken  
9 immediately and verbally communicated to the COTR. A written report of the escape or attempted escape  
10 and the remedial action shall be due within 24 hours to the COTR.

11  
12 The Contractor assumes absolute liability for the escape of any federal prisoner in its custody.

13  
14 Procedures shall require the contractor, on a monthly basis, to verify and update the names and phone  
15 numbers contained on the emergency notification list and checklist attached to all emergency plans for  
16 federal prisoner escapes. A copy of the updated list and checklist shall be provided to the COTR. A copy  
17 of the first notification list and checklist for escapes shall be provided to the COTR thirty days after contract  
18 award.

#### 19 20 **C.4.7 Collect and Disseminate Intelligence Information**

21  
22 Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues  
23 affecting safety, security and the orderly running of the facility shall be developed. This information should  
24 include, but not be limited to: gang affiliations; detainee threats domestic terrorist groups; tracking of  
25 detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers,  
26 etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone  
27 calls; visiting room

28  
29 activity; and actions of high profile detainees. The Contractor shall share all intelligence information with  
30 the Federal Government.

#### 31 32 **C.4.8 Provide Security Inspection System**

33  
34 The Contractor will develop and maintain a security inspection system with the aim of controlling the  
35 introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes,  
36 maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's Quality Control  
37 Program shall meet the requirements of FPBDS Administration/Management Section – A.2.

#### 38 39 **C.4.9 Institutional Emergency Readiness**

40  
41 The contractor shall submit (not later than 60 days prior to requested NTP) an institution emergency plan.  
42 The plan shall receive the concurrence of the COTR prior to implementation and shall not be modified  
43 without the written concurrence of the COTR. *The plan must contain written agreements with appropriate*

1 *state and local authorities that provide for notification and requests for assistance in the event of incidents*  
2 *that may have an adverse impact on the community.*

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

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

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

## 20 21 **C.5 Workforce Integrity**

### 22 23 **C.5.1 Facility Staff**

24  
25 It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards  
26 of professionalism and personal integrity.

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

### 33 34 **C.5.2 Staff Resources**

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

1 Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g.,  
2 case managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator  
3 officials, health/mental health care providers, etc.).  
4

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

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

14  
15 The contractor shall develop and maintain a Personnel Policy Manual specific to this contract.  
16 FPBDS Workforce Integrity Section – H  
17

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

19  
20 The Warden or designee shall be the contractor's contact person for all matters regarding the processing of  
21 contractor's personnel.  
22

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

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44

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

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

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

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

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

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

1 Contractor responsibilities subsequent to EOD date:

2  
3 16. Receipt and review of the background investigation.

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

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

23  
24 The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these  
25 records available to the USMS upon request.

26  
27 Personnel working on this contract and requiring unescorted access to USMS Office(s)/Federal Courthouse  
28 site(s) and or information systems are required to be approved by the USMS security office in accordance  
29 with Homeland Security Presidential Directive 12 as required by USMS Security Program Manager  
30 attachment B (available upon award). These personnel must be approved in writing by the USMS  
31 Personnel Security Branch before such access can be granted and may require an additional background  
32 investigation through the Office of Personnel Management at the minimum level of a NACI.

33  
34 **C.5.3.2 Waivers**

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

- 37  
38 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;  
39 B. Reason(s) why the applicant should receive further consideration; and;  
40 C. Availability of other suitable applicants.

41  
42 **C.5.3.3 Other Requirements**

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

7  
8 The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic  
9 violence.

10  
11 The contractor shall not employ any individual who is not a United States citizen unless otherwise approved  
12 by the USMS COTR. Citizens of the United States include those who were: born in the United States (the  
13 fifty states, the District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin Islands; born  
14 outside the United States to parents who are citizens of the United States, one of which was physically  
15 present in the United States or one of its outlying possessions for a continuous period of one year at any  
16 time prior to the birth of the person (in some situations only one person has to be a citizen); naturalized as  
17 a United States Citizen; or otherwise granted citizenship under authorities described in law, beginning at 8  
18 U.S.C. 1401.

19  
20 Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States  
21 Office of Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).

22  
23 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a  
24 position: (1) resided in the United States three of the past five years; (2) worked for the United States  
25 overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving  
26 overseas.

27  
28 The USMS will have final approval for non-citizen and non-residency employment for all potential  
29 employees and subcontractors.

30  
31 The contractor shall maintain verification of training and experience which shall include credentials for all  
32 professional staff. All credentials shall be kept current and maintained for the duration of the individual's  
33 performance under the contract.

#### 34 35 **C.5.3.4 Employment Agreement** 36

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

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

#### 19 20 **C.5.3.5 Staffing**

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

29  
30 Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a  
31 secure detention and/or correctional facility. The individual shall have minimum of 10 years experience in  
32 detention or corrections with experience in the management of a detention or correctional facility at the  
33 Associate Warden level or above.

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

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

6  
7 The essential personnel listed below are commonly referred to as department heads with the following  
8 qualification requirements considered critical for the performance of this contract: knowledge of program  
9 objectives, policies, procedures and requirements specific to their department. A minimum of five years  
10 experience specific to their department is *recommended*.

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

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

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

30  
31 The Contractor shall provide to the COTR, the facility's staffing plan monthly and report any and all  
32 expected and existing vacancies. The initial operating staffing plan shall be maintained throughout the term  
33 of the contract which depicts the number, type and distribution of staff. Written requests to change the  
34 number, type and/or distribution of staff described in the staffing plan must be submitted to the CO for  
35 approval prior to implementation. The Contractor's failure to submit to the COTR their annual vacancy  
36 status report and written requests for staffing plan changes may result in a deduction on the invoice. The  
37 USMS may calculate the deduction retroactive to day one of the vacancy, excluding the days for the USMS'  
38 conditional approval process, starting on the day of receipt and concluding on the day conditional approval  
39 is granted.  
40  
41  
42  
43  
44



1 **C.5.3.5a Personnel**

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

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

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

16  
17 **C.5.3.5b Key Personnel**

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

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

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

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

34  
35 **C.5.3.5c Detention Services Support**

36  
37 **Background:** USMS detention operations have had to respond to the large number of new prisoners,  
38 which have been apprehended. To manage the unprecedented volume of prisoners, a detention

39  
40 infrastructure was developed and has been continually expanded to meet the challenge of housing these  
41 increasing numbers of prisoners. A greater number of non-federal jail beds have been used, which has  
42 resulted in the increase of detention costs. The USMS offices in the Western District of Tennessee are  
43 clearly in need of support to meet the increased demands of the current caseload. This support is the area  
44 of the sentence to commitment phase.

1  
2 The contractor shall assist in the performance of the following core tasks:  
3

- 4 ➤ Provide liaison services between the contractor and USMS in the area of prisoner issues (such as  
5 but not limited to transportation, medical, etc.);  
6
- 7 ➤ The processing of Judgment & Commitment Orders;  
8
- 9 ➤ The assembling and processing request for designation packages, submitting of packages to the  
10 Bureau of Prisons;  
11
- 12 ➤ Provide assistance on a quarterly basis for the verification of Detainers;  
13
- 14 ➤ Updating prisoner medical information in the USMS Prisoner Tracking System (PTS).  
15
- 16 ➤ Updating prisoner statuses in the PTS system to reflect their phase in the designation process;  
17
- 18 ➤ Generating Prisoner Intake Form (USM-129), Personal History Form (USM-312) and other entries  
19 as deemed necessary by the USMS.  
20
- 21 ➤ Processing designations received by and submitting requests for Prisoner Movement (Form 106)  
22 to the Justice Prisoner and Alien Transportation System (JPATS).  
23

24 (USMS Prisoner Operations will provide training in the use of PTS)  
25

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

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

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

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

41 These rights are not exclusive and are in addition to any other rights and remedies to which USMS is  
42 otherwise entitled elsewhere. All property rights, including publication rights, in the information and  
43 materials first produced by the contractor in connection with performance shall vest with USMS.  
44

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

6  
7 For security purposes, all staff working on this contract will be required to undergo a National Agency  
8 Check and Inquiries (NACI) and a basic criminal history background check; or the contractor will have to  
9 demonstrate that such background checks have been performed on staff during the previous 12 months.  
10 The COTR or contracting officer will provide the contractor with the necessary forms for these checks. The  
11 contractor shall be responsible for ensuring that all forms are thorough, accurate, and promptly returned to  
12 USMS.

### 13 14 **C.5.3.5.1 Subcontractors**

15  
16 Definitions:

17  
18 Full-time subcontractor - an individual performing work in the contract facility which requires performance in  
19 excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2 hours per week, 3  
20 days per week) or in a one month period.

21  
22 Part-time subcontractor - an individual performing work in the contract facility which requires performance  
23 of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3 days per week)  
24 or 29 days. Part-time subcontractors are to be escorted at all times while in the facility or, if outside the  
25 facility, if the possibility exists of coming into contact with Prisoners/Detainees.

26  
27 The contractor shall develop written procedures for the security and supervision of subcontractors that work  
28 on this contract. The procedures shall include record keeping, identification badges and escort protocols.  
29 The contractor shall include these procedures in the contractor's personnel procedures manual.

30  
31 The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section C.5.3.1) for  
32 each full-time subcontractor. The contractor, at a minimum, must complete the following for all part-time  
33 subcontractors:

- 34  
35 1) Employment Eligibility Verification form (DOJ-INS Form I-9);  
36  
37 2) Conduct criminal history background information, e.g., National Criminal Information Center  
38 (NCIC/NLETS) and law enforcement checks; and  
39

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

- 43  
44 A. Knows any person or has any relatives who are currently incarcerated in the facility;

- 1 B. Has any criminal charges currently pending;
- 2 C. Is currently under any incarceration order, probation, or court supervision.

3  
4 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains  
5 authority to approve all subcontractors who have contact with federal Prisoners/Detainees under the terms  
6 of this contract.

#### 7 8 **C.5.3.5.2 Volunteers**

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

13  
14 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.

15  
16 The contractor shall complete the following for each volunteer working in the facility:

- 17
- 18 1. Name and personal information, e.g., address, date of birth, social security number
- 19 2. FBI Fingerprint Cards
- 20 3. Conduct criminal history background information, e.g., NCIC/NLETS and law
- 21 enforcement checks
- 22

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

26  
27 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority  
28 to approve all volunteers who have contact with federal Prisoners/Detainees under the terms of this  
29 contract.

#### 30 31 **C.5.4 Standards of Conduct**

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

42  
43 The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance  
44 with procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in

1 any investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations  
2 under applicable law, to conduct investigations of any alleged misconduct that adversely impacts the  
3 programs or operations of the DOJ and USMS including the care, custody, health and safety of  
4 Prisoners/Detainees and USMS staff or, where applicable, the correctional institution and to withdraw final  
5 employment approval authority for any employee as warranted by Standards of Conduct violations.

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

## 10 11 **C.6. Health Care Services**

### 12 13 **C.6.1 Health Care Services Program**

14  
15 The Contractor shall ensure that Prisoners/Detainees are provided all in house medical, dental, and mental  
16 health services in appropriate clinic and infirmary settings while meeting the applicable standards and  
17 levels of quality established by the ACA Standards for Health Services, the FPBDS and the National  
18 Commission on Correctional Health Care (NCCHC) Standards. In addition, the Contractor shall adhere to  
19 all applicable federal, state and local laws and regulations governing delivery of health services in  
20 accordance with USMS' Prisoner Health Care Standards (Pub. 100) and the USMS' Health Care policies  
21 (i.e., Prisoner Health Care Policy 9.4, Reproductive Health Care for Female Prisoner's Policy 9.16, Mental  
22 Health Services for Prisoners Policy 9.18 and Prisoner Health Care Policy 9.15. Questions on standards  
23 will be resolved by the Office of Interagency Medical Services (OIMS), PSD in conjunction with the  
24 Contracting Officer. FPBDS Health Care Section B.

### 25 26 **C.6.2 Health Care Service Providers**

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

### 32 33 **C.6.3 Facility Health Care Services to Prisoners or Detainees**

34  
35 All in house health care services shall be provided within the appropriate clinical setting. The Contractor  
36 shall establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.).  
37 The types of inside medical specialty clinics offered shall be determined by a review of medical utilization  
38 data. A joint initial and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare  
39 resource needs. The Contractor in-house medical staff shall also hold chronic care clinics as appropriate  
40 (i.e. diabetes, hypertension, COPD, anti-coagulation, etc.). CCA's current practice of transporting detainees  
41 to medical specialist in the community as needed is acceptable.

42  
43 The contractor is responsible for the costs of all health care provided inside the contract detention facility,  
44 including all medications included in the facility formulary. Non-formulary medications must be pre-

1 approved by OIMS. The Contractor shall utilize USMS established managed care provider networks where  
2 available. Where none are available, the Contractor will coordinate in advance with OIMS before  
3 establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements  
4 with local health care providers to provide emergency medical care and medically necessary health care  
5 provided outside the facility. The contractor shall notify all outside medical care providers in advance that  
6 the rate of reimbursement for USMS' Prisoners is not to exceed Medicare rates.

7  
8 The contractor is not responsible for the costs of emergency and pre-approved outside medical care  
9 provided by off-premises health care providers. The contractor shall direct all off-premises health care  
10 providers to submit bills for USMS' Prisoners directly to the contractor for review and submission to the  
11 appropriate USMS' District Office for certification, processing and payment to the third party providers. All  
12 medical billing incurred for ICE and BOP detainees will be directed to ICE or the BOP for review and  
13 payment.

14  
15 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' prisoners shall require  
16 pre-authorization through the COTR or designee in consultation with OIMS to ensure consistency with  
17 USMS' Prisoner Health Care Standards. If a USMS' National Managed Care System is established, pre-  
18 authorization will be handled through that Contractor. If pre-authorization is not obtained, the Contractor is  
19 responsible for the unauthorized medical care. Outside emergency care requires a confirmatory notification  
20 the next business day to the USMS' District Office.

21  
22 The Contractor shall have written plans and procedures for providing prisoner access to medical, mental  
23 health and dental services for the facility per USMS' standards. The plans shall include, but are not limited  
24 to the following:

- 25
- 26 • 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
- 27 • Receiving screening;
- 28 • Health appraisal examination;
- 29 • Daily triage of complaints;
- 30 • Sick call procedures;
- 31 • Special medical programs and services for, but not limited to, Prisoners/Detainees with chronic  
32 needs or requiring convalescent care;
- 33 • Mental health care;
- 34 • Staffing/health care specialists;
- 35 • Ancillary services including radiology, laboratory, etc.;
- 36 • Routine dental services;
- 37 • Pharmaceutical services and supplies;
- 38 • Durable medical equipment;
- 39 • Pre-authorized optometry services;
- 40 • Health education;
- 41 • Medical diets;
- 42 • Infectious disease surveillance and control;
- 43 • Quality improvement program;

- Video conferencing for medical consultations.

#### **C.6.4 Prisoners or Detainees 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 s medical records.

FPBDS Administration/Management Section – A.3

#### **C.6.5 Dental Care Services to Prisoners or 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 Prisoners/Detainee's arrival. Routine dental or dental hygiene care other than to relieve Prisoners/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. It is acceptable for an RN or LPN to conduct initial dental screenings if they have received the appropriate training. Outside dental services for USMS' Prisoners/Detainees shall be pre-authorized by the COTR or designee in consultation with OIMS. \_FPBDS Health Care Section – B.2.

#### **C.6.6 Mental Health Services On-site for Prisoners or Detainees**

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

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

#### **C.6.7 Suicide Prevention Program**

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

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

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

1       compromised prisoners shall receive chest x-ray screening at intake. At a minimum, annual screening  
2       shall be conducted for all Prisoners/Detainees thereafter. The infectious disease program shall be  
3       responsive to all current emerging infectious diseases. The facility will provide digital radiological  
4       services which will enable same day diagnosis. FPBDS Health Care Section – B.1.5f.  
5

#### 6       **C.6.9 Prisoners or Detainee Death**

7  
8       In the event of a Prisoners/Detainee death, the Contractor shall immediately notify the COTR, or the Duty  
9       Officer and local law enforcement officers. The Contractor shall submit a written report to the Marshal  
10      within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting  
11      shall date and sign the fingerprint card to ensure that a positive identification has been made and file the  
12      card in the Prisoners/Detainee's file. Personal property of the deceased shall be inventoried and forwarded  
13      to the designated family member, the nearest of kin or the Consular Officer of the Prisoners/Detainee's  
14      country of legal residence.  
15

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

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

28      FPBDS Health Care Section – B.8.

#### 29      **C.7 Food Service**

30  
31      The Contractor shall provide Prisoners/Detainees with nutritious, adequately varied meals, prepared in a  
32      sanitary manner while identifying, developing and managing resources to meet the operational needs of the  
33      food service program.  
34

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

#### 38      **C.8 Prisoners or Detainee Services and Programs**

##### 39      **C.8.1 Prisoners or Detainee Mail and Correspondence Service**

40  
41  
42      The Contractor shall ensure that Prisoners/Detainees send and receive correspondence in a timely  
43      manner, subject to the limitations required for the safety, security, and orderly operation of the facility.  
44      The mail service will meet all requirements of the FPBDS on Correspondence and Other Mail. FPBDS



1 Prisoners/Detainee Mail and Correspondence Section – G.10.

2  
3 **C.8.1a Prisoners or Detainee Visitation**  
4

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

10 The contractor shall allow legal contact visits and non contact social visits unless prior written approval  
11 from USMS. Social visits shall be non-contact, in a room designated to meet non-contact visitation  
12 integrity. Legal visits shall take place in a separate room for the attorney of records to conduct a  
13 contact legal consultation with the prisoner and shall have a security window for correctional staff  
14 observations.

15 The contractor shall have procedures and policy to clear all visitors, including attorneys prior to those  
16 individuals visiting the Prisoners/Detainee. The contractor shall not allow any hospital/medical, media  
17 visitation without the prior written approval of the USMS.  
18

19 The contractor shall provide two private sound proof secured rooms to allow the Prisoners/Detainees to  
20 view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining  
21 institutional security. CCA's proposal to use soundproof rooms already in existence is found  
22 acceptable.  
23

24 **C.8.2 Multi-Denominational Religious Services Program**  
25

26 The Contractor shall ensure Prisoners/Detainees of different religious beliefs will be provided  
27 reasonable and equitable opportunity to practice their respective faiths. The religious services program  
28 will comply with all elements of the FPBDS on Religious Practices. FPBDS Religious Practices  
29 Section – G.2.  
30

31 **C.8.3 Prisoners or Detainee Recreation Program**  
32

33 The Contractor shall develop adequate and meaningful recreation programs for Prisoners/Detainees at  
34 the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to  
35 supervise all recreation activities. FPBDS Services and Programs – Section G.5.  
36

37 **C.8.4 Commissary**  
38

39 A commissary shall be operated by the Contractor as a privilege to Prisoner/Detainees who will have the  
40 opportunity to purchase from the commissary at least once per week.  
41

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

1 Commissary/Canteen 4-ALDF-5C-25 & 26.  
2  
3

4 Prisoners/Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank  
5 accounts). Outside funds or those generated from work may be used to pay for products and services from  
6 the commissary.  
7

#### 8 **C.8.5 Prisoners or Detainee Telephone System** 9

10 Provide Prisoners/Detainees with reasonable and equitable access to telephones as specified in the  
11 FPBDS on Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor  
12 and record Prisoners/Detainee conversations. If Prisoners/Detainees telephone conversations can be  
13 monitored under applicable law, the Contractor shall provide notice to Prisoners/Detainees of the potential  
14 for monitoring. However, the Contractor shall also provide procedures at the facility for  
15 Prisoners/Detainees to be able to place unmonitored telephone calls to their attorneys.  
16

17 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal,  
18 state and local telephone regulations. Any income received by the contractor as a result of prisoner  
19 telephone calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall  
20 offset the cost of this contract. The contractor shall retain copies of any contracts between the contractor  
21 and the Prisoners/Detainee telephone system provider(s). The contractor shall retain copies of all  
22 documentation in support of any agreement that the contractor has regarding income, refunds, rebates and  
23 other monetary or non-monetary reimbursements involving the Prisoners/Detainee's telephone system.  
24 The contractor shall also provide copies of all invoices and other documentation of expenses incurred and  
25 incomes received in regards to the Prisoners/Detainee's telephone system with its monthly request for  
26 contract payment and apply the credit against the monthly payment. FPBDS Services and Programs  
27 Section – G.8.  
28

#### 29 **C.8.6 Prisoners or Detainee Work Program** 30

31 Prisoners/Detainees labor shall be used in accordance with the Prisoners/Detainees work plan developed  
32 by the Contractor and approved by the USMS. The Prisoners/Detainee work plan must be voluntary, and  
33 may include work or program assignments for industrial, maintenance, custodial, service or other jobs.  
34 USMS' Prisoners/Detainees may not be required to work. USMS' Prisoners/Detainees may volunteer to  
35 work within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS  
36 Prisoners/Detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang  
37 affiliations or with retainers for pending charges with other local, state or federal agencies will not be  
38 considered for the volunteer program. USMS' Prisoners/Detainees are not permitted to act as Trustees  
39 and they may not work in positions that permit unsupervised contact with segregated prisoners or  
40 detainees of the opposite sex. The USMS' Prisoners/Detainees are restricted from operating equipment  
41 that may expose the prisoners to grave bodily harm or any work assignment requiring security risk items  
42 and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger  
43 staff, citizens or other inmates.  
44

1 USMS Prisoners/Detainees will not have access to prisoner/detainee or employee records. In addition, the  
2 contractor will ensure that Prisoners/Detainees who volunteer to work are denied access to prescription  
3 medications. USMS Prisoners/Detainees must obtain required medical clearances before working in the  
4 food service areas. The Prisoners/Detainee work program shall not conflict with any other requirements of  
5 the contract and must comply with all applicable laws and regulations. Prisoners/Detainees shall not be  
6 used to perform the responsibilities or duties of an employee of the Contractor. Appropriate  
7 safety/protective clothing and equipment shall be provided to Prisoners/Detainee workers as appropriate.  
8 Prisoners/Detainees shall not be assigned work that is considered hazardous or dangerous. This includes,  
9 but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic  
10 substances and unusual physical demands.

11  
12 Volunteer Prisoners/Detainees workers shall be paid identical rates of pay as those established by BOP  
13 Program Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operations  
14 memorandum 128-90(5251) dated September 17, 1990. While this Operations Memorandum indicates that  
15 it has been cancelled, it remains in effect and has not been updated. See Section J.

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

#### 21 22 **C.8.7 Special Needs of the Female Prisoners or Detainee Population**

23  
24 The Contractor shall ensure that it addresses health care needs of female Prisoners/Detainees. The  
25 Contractor shall provide programs and services relative to the female gender. Female Prisoners/Detainees  
26 shall be supervised within the facility by at least one female correctional officer per shift. ALDF – Security  
27 4-ALDF-2A-08. FPBDS Health Care Section – B.3.

#### 28 29 **C.8.8 Law Library**

30  
31 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a  
32 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the  
33 FPBDS. CCA's current practice of providing law library services electronically through computers in the  
34 general library is acceptable.

35  
36 Prisoners/Detainees shall be assisted in making confidential contact with attorneys and their authorized  
37 representatives. Such contact shall include, but not limited to, telephone communications, uncensored  
38 correspondence, and legal visits. FPBDS

#### 39 40 **C.8.9 Translators and Bilingual Staffing**

41  
42 When the federal Prisoner/Detainee population is predominantly Spanish speaking, the contractor shall  
43 ensure that its line staff is sufficient in the Spanish language. Further, the responsibility for providing  
44 necessary translators or bilingual personnel for communication with federal Prisoners/Detainees who do

1 not speak or comprehend the English language is with the contractor. Other than emergency situations,  
2 federal Prisoners/Detainees shall not be used for translation services.

### 3 4 **C.9 Physical Plant**

5  
6 The facility operation and maintenance shall ensure that Prisoners/Detainees are housed in a safe, secure  
7 and humane manner. All equipment, supplies and services shall be Contractor furnished except as  
8 otherwise noted.

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

17  
18 The Contractor shall provide and maintain an electronic security alarm system recording and/or video  
19 surveillance system, which will identify any unauthorized access to the institution's secure areas and  
20 perimeter.

21  
22 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which  
23 stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the  
24 date of proposal submission of one of the following codes:

- 25  
26 A. The Uniform Building Code (UBC), with the state of facility location's Amendments  
27 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)  
28 C. The Standard Building Code (SBC)

29  
30 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or  
31 SBC, then the facility shall comply with the BOCA NBC.

32  
33 No matter whether new construction or existing physical plant, fire protection and life safety issues shall be  
34 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to  
35 Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur  
36 between NBC and NFC, NFC shall apply.

37  
38 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic  
39 Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety  
40 requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the  
41 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the  
42 minimum standards. If the code applicable for the state in which the facility is located be more stringent  
43 than the other codes set forth herein, the state code shall prevail.

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

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

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

23  
24 The Contractor shall be responsible in the same manner as above regardless of whether activities leading  
25 to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee,  
26 a Prisoners/Detainee, visitors, or any third party.

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

30  
31 A safety program shall be maintained in compliance with all applicable federal, state and local laws,  
32 statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational  
33 Safety and Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.

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

1 As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure  
2 location during construction and contract performance. These updates shall be provided to the CO within  
3 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines;  
4 tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Prior to  
5 receipt of the NTP, the Contractor shall provide the COTR and CO with copies of all certificates of  
6 compliance indicating that the facility has met all applicable federal, state and local applicable codes.  
7 When these certificates are renewed or updated, copies must be provided to the COTR and CO to show  
8 continued compliance. Two copies of the as-built drawings shall be provided to the COTR not later than 90  
9 days after issuance of the NTP.

10  
11 Promptly after the occurrence of any physical damage to the institution (including disturbances), the  
12 Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair  
13 such damage, to rebuild or restore the institution. FPBDS Physical Facility and Equipment Section – F.7.

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

19  
20 Government space shall be climate controlled and located consistent with the administrative office space  
21 for the Contractor's staff. Government-occupied space shall be separate from, but accessible to,  
22 Prisoners/Detainee housing units and the centralized visiting area. The Contractor shall be responsible for  
23 all maintenance, security and costs associated with space designated for Government staff.

24  
25 CCA's current practice of providing Government employees space as needed in other offices and not  
26 designating Government parking spaces is acceptable.

**Addendum to Performance Based Work Statement**

Addendum contains agreements to changes within the performance based work statement.

## CCA Questions Regarding ODT-9-R-005

1. Section C.2 Introduction, page C8 of 42, lines 19-20 requires a special housing unit with a capacity of at least 10 percent of the detainee beds at the facility. The West Tennessee Detention Facility has a special housing unit with a capacity of 40 beds (20 cells), which has proven to be sufficient in the past. An additional 18 beds (9 cells) are available in Receiving and Discharge for use as an overflow of the special housing unit if necessary. Considering the facility's success in managing this population with the existing special housing unit and our desire to contain the cost to the Government, we respectfully request that either the requirement for a special housing unit with a capacity of at least 10 percent of the detainee beds be deleted or the 18 beds in Receiving and Discharge be counted as special housing in order to meet the 10 percent requirement.

Acceptable: This is acceptable if utilized for USMS W/TN inmates. USMS will need to have this space available with the increasing number of inmates who need to be separated.

2. Section C.2 Introduction, page C8 of 42, line 22, requires five (5) soundproof video conferencing stations to permit prisoners to communicate with their attorneys in a secure manner. Currently, the facility has three (3) rooms for attorney visits. The facility houses approximately 500 USMS prisoners and these rooms have proven to be sufficient in the past. We propose to improve the acoustic qualities of these rooms and add video equipment to create three (3) video conferencing stations. Should three video stations prove insufficient we would then add two (2) more. Please advise if this plan is acceptable to the Government.

Acceptable

3. Section C.2 Introduction, page C8 of 42, line 32-36, require all plans, policies and procedures to be submitted to the CO for review and concurrence prior to NTP and not to be modified without written acknowledgement of the CO. We request a timeframe of 30 days be established following submission of plans, policies and procedures or changes to the plans, policies and procedures after which the plans, policies or procedures, or changes, will be assumed to have been approved if no response is received from the CO. Please advise if this plan is acceptable.

Acceptable

4. Section C.2.1 General, page C10 of 42, lines 24-26 requires the Contractor to notify the CO within five days of the filing of litigation brought against the Contractor pertaining to the Contract. In most instances, CCA is not served with litigation within five days of the litigation being filed. Accordingly, CCA requests to revise this sentence to require the Contractor to notify the CO within five days of being served such litigation.

Acceptable

5. Section C.3.2 Receiving and Discharge of Prisoners or Detainees, page C12 of 42, lines 9-10, requires a criminal history check of detainees during the intake process.



Current practice is to review the USMS 129 form for criminal history information. CCA requests to continue this practice. Is this acceptable to the Government?

6. Section C.4.1 Facility Security, lines 25-27, page C13 of 42 requires that under no circumstances may detainees be issued tools likely to be used in an escape or as a weapon. CCA policy defines such tools as Class A tools and permits inmates/detainees to use such tools under direct staff supervision. We request to continue to follow this policy at the West Tennessee Detention Facility. Please advise if this plan is acceptable.

Acceptable

7. Section C.4.5 Transportation and Outside Guard Services, page C15 of 42, item i, line 35, requires the Contractor to furnish guard services within the federal courthouse, federal buildings and the USMS cellblock. Please provide as much information as possible regarding the number of stationary posts, the hours those posts are to be staffed and the number of security and clerical positions.

8. How are the new contract services in number #7 above to be billed, as guard hours or included in the per diem?

Transportation and guard services for court and medical appointments (to include emergencies) shall be included within the per-day rate for services. Airlift and inpatient coverage shall be charged at the hourly rate for services. Mileage for all transportation shall be at the approved General Service Administration mileage reimbursement rate and will not be provided for medical appointments (to include emergencies).

9. Section C.4.5 Transportation and Outside Guard Services, page C17 of 42, item 1, lines 15 – 17, requires that supervisor personnel perform unannounced personal contact visits with hospital guards at least once per shift. Currently the Administrative Duty Officer makes unannounced visits to hospital guards at least once every 72 hours. We request to continue this practice, which will be supplemented by telephone contact on each shift, and eliminate the requirement for an on-site visit by a supervisor during each shift. Please advise if this plan is acceptable.

Acceptable

10. "CCA proposes to delete the first sentence of item #10, lines 9-11, Section C.4.5 Transportation and Outside Guard Services, page C20 of 42 which provides: "Supervisors and guards will have current guard registration cards and/or State certification or bona fide law enforcement agency identification." While it is well understood that OFDT desires that staff performing these functions meet objective training and skill criteria as a prerequisite to their serving in these security functions, we are concerned that the expectation of this section is that personnel who are not sworn law enforcement officers will be required to be certified as security guards. We subject our personnel to rigorous training. Armed personnel receive additional training and are required to undergo qualification and re-qualification through an NRA certified course of fire. These training programs meet or exceed the

requirements of law, regulation, and the accrediting standards of the American Correctional Association.

State security guard certification and licensing programs are not focused on the particular and highly specialized needs of the correction and detention environment. Such training and certification programs are often focused on the fee-for-services business of providing security services at a site owned by a third party. Many states statutorily define "security guard" using terms that would appear to exclude private prison correctional officers.

In Tennessee law, the exclusion is explicit. Chapter 35 of Title 62 of the Tennessee Code Annotated is the state's "Private Protective Services Licensing and Regulatory Act (PPSLRA)." The PPSLRA establishes the licensing scheme for private security guards in Tennessee. At Tenn. Code Ann. § 62-35-103, the PPSLRA provides

*§ 62-35-103. Exemptions*

*(a) The provisions of this chapter do not apply to....*

*(9) Private entities contracting with governmental entities for the care, supervision and/or transportation of inmates....*

If OFDT prefers to mandate a particular training standard, we would respectfully request that it be tied to criteria that fit the corrections and detention industry, and that do not require our officers to seek certification for which they may be statutorily ineligible.

Proposed deletion is accepted: The first sentence of item #10, lines 9-11, Section C.4.5 Transportation and Outside Guard Services, page C20 of 42 which provides: "Supervisors and guards will have current guard registration cards and/or State certification or bona fide law enforcement agency identification" will be deleted.

11. Section C.4.5 Transportation and Outside Guard Services, page C20 of 42, item 12 a., line 15-16, requires all armed guards to have a minimum of three (3) years of law enforcement experience. This is not a requirement of the current contract and we respectfully request it be deleted as a requirement of the new contract as the facility currently employs a number of otherwise well qualified staff who do not meet this criterion. Please advise if this plan is acceptable.

Proposed deletion is accepted: Section C.4.5 Transportation and Outside Guard Services, page C20 of 42, item 12 a., line 15-16, requires all armed guards to have a minimum of three (3) years of law enforcement experience will be deleted.

12. Section C.4.5 Transportation and Outside Guard Services, page C20 of 42, item 12 l., line 29, requires all guards to be trained and qualified to carry OC aerosols if applicable. We request to continue the current practice of training and authorizing only specific staff to carry and use OC. Please advise if this plan is acceptable.

Request to continue the current practice of training and authorizing only specific staff to carry and use OC is acceptable.

13. Section C.4.9 Institutional Emergency Readiness, page C21 of 42, lines 39-41, requires the Contractor to provide protective clothing and equipment for each team member and 30 percent of all additional staff members and to store the clothing and equipment outside the secure perimeter of the facility. Because storage space is limited and there are two other CCA facilities (Hardeman County Correctional Center and Whiteville Correctional Facility) within approximately 35 miles of the West Tennessee Detention Facility, we request the requirement for providing protective clothing and equipment for 30 percent of all additional staff members be eliminated. Please advise if this plan is acceptable.

Request the requirement for providing protective clothing and equipment for 30 percent of all additional staff members be eliminated is accepted.

14. Section C.5.3.5 Staffing, page C27 of 42, requires a Project Coordinator, which in our experience is usually the person designated to oversee the activation of a new facility. Because the West Tennessee Detention Facility is fully operational, will the Government delete the requirement for a Project Coordinator from this solicitation?

Acceptable

15. Section C.5.3.b Key Personnel, page C29 of 42, lines 20-21, requires that key personnel devote 100% of their time to the federal contract. The West Tennessee Detention Facility houses approximately 100 Vermont inmates in addition to the federal inmates. We request that key staff continue to be allowed to share some of their time with the Vermont population as is currently being done. Please advise if this plan is acceptable.

This plan is not acceptable

16. Section 5.3.5c Detention Services Support, Background, page C30 of 42, lines 2-22, identifies core tasks with which the contractor shall assist. Please advise how many staff positions are required and the duty hours required for those positions.

17. Section 5.3.5c Detention Services Support, Security, page C31 of 42, lines 7-12, defines the requirement for staff background security checks. Currently, staff at the West Tennessee Detention Facility receive a background security check when hired and are reinvestigated every five years. Please advise if this will continue to be the case or if all staff who have not been reinvestigated within the past 12 months will be required to undergo a new background security check.

18. Section C.6.1 Health Care Services Program, page C33 of 42, lines 15-18 requires medical, dental and mental health services to be provided in appropriate clinic and infirmary settings. The medical facilities at the West Tennessee Detention Center currently provide for medical observation but not infirmary care. CCA proposes to continue to provide the level of health care currently afforded to inmates at the West

Tennessee Detention Center and not upgrade to infirmary care. Please advise if this plan is acceptable to the Government.

USMS prefers infirmary care on site or CCA to pay for outside coverage if they elect not to have on-site infirmary.

19. Section C.6.3 Facility Health Service Providers, page C33 of 42, lines 29-30, indicates only a licensed physician may be appointed as the facility Health Authority. May the Health Services Administrator, who is not a physician, be appointed as the Health Authority, if he/she works in consultation with CCA's medical provider corporation?

This position needs to be a licensed physician.

20. Section C.6.3 Facility Health Care Services to Prisoners or Detainees, page C33 of 42, lines 35-38, defines the inside medical specialty clinics required. Is it acceptable to continue the current practice of transporting prisoners to medical specialists in the community as needed?

The current practice of transporting prisoners to medical specialists in the community as needed is acceptable.

21. Section C.6.3 Facility Health Care Services to Prisoners or Detainees, page C34 of 42, line 43, includes "video conferencing for medical consultations" in the list of services for which the Contractor must have written plans and procedures. Please provide more information regarding the requirements for video conferencing equipment and the medical consultations envisioned.

22. Section C.6.5 Dental Care Services to Prisoners or Detainees, page C35 of 42, lines 13-14, allows for a physician, physician's assistant or nurse practitioner to conduct initial dental screenings if no dentist is available. Is it acceptable for an RN or LPN to also conduct initial dental screenings?

~~Unacceptable to use RN or LPN~~ *acceptable if RN/LPN has been trained*

23. Section C.8.1a, page C37 of 42, line 8, mentions non-contact social visits. The facility currently provides contact social visiting and would have difficulty creating space for non-contact visiting rooms. We request to continue the current practice of contact social visiting. Please advise if this plan is acceptable.

24. Section C.8.1a, page C37 of 42, line 17, requires two private soundproof secured rooms to allow prisoners/detainees to view and/or listen in private to CDs of legal discovery. We propose to use the rooms described in question #2 above for this purpose. Please advise if this is acceptable to the Government.

Proposal to use the rooms described in question #2 above for this purpose is acceptable.

25. Section C.8.4 Commissary, page C38 of 42, lines 4-5, the sentence "Any expenditure of funds for this purpose shall be made after approval by the USMS/COTR or CO." appears to have been included in error. Please advise if this sentence should be

deleted. If the sentence should not be deleted are we to interpret the statement that all commissary purchases for inventory, supplies, personnel services, etc. are to be approved prior to order? Please note this could slow down the process flow and operation of the commissary as most commissary purchases are made to replace inventory. The Contractor will need assurance all orders will be approved promptly so as to not create an operational issue should commissary items not be available to inmates.

Section C.8.4 Commissary; page C38 of 42, lines 4-5, the sentence "Any expenditure of funds for this purpose shall be made after approval by the USMS/COTR or CO" will be deleted.

26. Section C.8.8, Law Library, page C39 of 42, lines 29-31, defines the requirements for a law library. Is it acceptable to continue the current practice of providing law library services electronically through computers in the general library?

It is acceptable to continue the current practice of providing law library services electronically through computers in the general library.

27. Section C.9, page C42 of 42, lines 12-15 and line 22 outlines requirements for offices and parking spaces for Government employees. Is it acceptable to continue the current practice of providing Government employees space as needed in other offices and not designating Government parking spaces?

It is acceptable to continue the current practice of providing Government employees space as needed in other offices and not designating Government parking spaces.

28. Paragraph (c) on page F1 indicates the contract shall be effective from award through 22 months with up to four two-year options. This appears to contradict paragraph (b) on the same page and page B1 (a) which identify a two-year base period and nine two-year option periods. Please confirm the correct length of the base period and the number and duration of the option periods.

Two-year base period and nine two-year option periods is correct.

29. Section H.1 Change in Key Personnel, page H.1 requires replacement key personnel to have qualifications that are equal to or greater than personnel vacating the position. Because the vacating personnel's qualifications may exceed the minimum requirements set forth in Section C.5.3.5, CCA requests to revise this section to require replacement personnel to meet the qualifications in Section C.

CCA's request to revise this section to require replacement personnel to meet the qualifications in Section C is accepted.

30. Section L.4 Questions from Offerrors Concerning the Solicitation; please confirm that the December 17, 2008 date should be July 20, 2008.

Date should be July 20, 2008

Question 5: It is acceptable for CCA to continue to review the USM-129 Form.

Question 16: CCA is to determine the level of staffing to meet the government requirement for background checks.

Question 17: Since this is a follow on contract, current staff can remain under the current time table for background investigations.

## PART I - THE SCHEDULE

### SECTION D PACKAGING AND MARKING

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

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

## **PART I - THE SCHEDULE**

### **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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

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

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

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

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

#### **E.2 CONTRACTOR QUALITY CONTROL PLAN**

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

#### **E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN**

(a) The OFDT's Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not OFDT, is responsible for management and quality control actions to meet the terms of



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

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

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

#### **E.4 CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

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

#### **E.5 FACILITY REVIEW (YEARLY)**

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

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

(b) **Discovery of Deficiencies** - The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. A deficiency is defined as "a facility or facility administration problem or weakness

noted by the review team that needs to be corrected.” In its broadest sense, a deficiency includes any condition needing improvement, but the term “deficiency” also can be used to describe:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(h) Review Conclusions:**

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

been reached on any appeals, the Review Team Coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report's issue.

**(i) Follow-up Review**

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

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

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

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

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

## **E.7 PERFORMANCE EVALUATION MEETINGS**

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

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

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

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

## PART I - THE SCHEDULE

### SECTION F DELIVERIES OR PERFORMANCE

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

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

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

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

#### F.2 PERFORMANCE

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

(b) The anticipated periods of performance include:

Base Period:	02/29/2010 – 09/30/2011
Option Period 1:	10/01/2011 - 09/30/2013
Option Period 2:	10/01/2013 – 09/30/2015
Option Period 3:	10/01/2015 – 09/30/2017
Option Period 4:	10/01/2017 – 09/30/2019
Option Period 5:	10/01/2019 - 09/30/2021
Option Period 6:	10/01/2021 – 09/30/2023
Option Period 7:	10/01/2023 – 09/30/2025
Option Period 8:	10/01/2025 – 09/30/2027
Option Period 9:	10/01/2027 - 09/30/2029

(c) The performance period of the contract shall be effective from award through 22 months with the Government's unilateral right to exercise up to four ( two-year) option periods in accordance with the terms of this contract.

**PART I - THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER**

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

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

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

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

(a) COTR will be approved and appointed after award.

**(b) (7)(C), (b)(6)(b) (7)(C), (b)(6)** is hereby designated to as act as Contracting Officer's Technical Representative (COTR) under this contract. ODT-10-C-0001 point of contact information is:

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

United States Marshal Service  
167 N. Main Street  
Memphi, TN 38103

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

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

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



### **G.3 INVOICE PREPARATION AND SUBMISSION**

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

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

### **G.4 BILLING PROCEDURE**

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

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

## **PART I - THE SCHEDULE**

### **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

#### **H.3 INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

## PART II – CONTRACT CLAUSES

### SECTION I CONTRACT CLAUSES

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

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

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

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

52.216-1	APR 1984	Gov. Contemplates award of Firm Fixed Price Contract
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JUL 2005	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUNE 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-- OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2004	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-11	JAN 2005	BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-1	OCT 2008	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS

52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

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

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

The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**\*\*IBR\*\***

Attachment 5:

See BOP Inmate Work and Performance Pay Program 5251.06

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

Attachment 9:

See Federal Performance Based Detention Standards (FPBDS) at:

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

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

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

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

[www.arnet.gov/far](http://www.arnet.gov/far)

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

(a) The offeror certifies that–

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a)

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

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

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

(b) *Representations.*

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

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

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

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

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

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

(d) *Notice.*

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

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

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

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

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

(End of Provision)

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual/concern, other than one of the preceding.

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

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

(b) Representations.

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

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

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

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

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

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

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

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

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

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

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

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

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

The offeror represents that--

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

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

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

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

The offeror represents that

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

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

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

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

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

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

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

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

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

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

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

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

codes or their corresponding North American Industry Classification System sectors:

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

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

(C) Major group codes 20 through 39.

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

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from OFDT, 4601 North Fairfax Drive, Suite 910, Arlington, Virginia 22203.

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

**(End of Provision)**