

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER 15M40020DA3500004		3. SOLICITATION NUMBER 15M400		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFI)	
7. ISSUED BY Prisoner Operations Division POD, CG-3 USMS Landover Operations Center 3601 Penny Drive Landover, MD 20785		8. ADDRESS OFFER TO (If other than Item 7)		5. DATE ISSUED M-20-D98-R-000008	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 12:00 local time 11/08/2019
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <u>(b) (6), (b) (7)(C), (b) (7)(F)</u>	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS(%) 0.00 %	20 CALENDAR DAYS(%) 0.00 %	30 CALENDAR DAYS(%) 0.00 %	0 CALENDAR 0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DAYS(%) DATE 0.00 %

15A. NAME AND ADDRESS OF OFFEROR GEO SECURE SERVICES, LLC 4955 TECHNOLOGY WAY BOCA RATON, FL 33431-3367 DUNS: 079815117	CODE 461258100 FACILITY 079815117	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Amber D. Martin VP - Contract Administration
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE <u>(b) (6), (b) (7)(C)</u>
		18. OFFER DATE 12-23-19

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$0.00	21. ACCOUNTING AND APPROPRIATION See Line Item Detail
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (if other than Item 7) CODE	25. PAYMENT WILL BE MADE BY UNITED STATES MARSHAL SOUTHERN DISTRICT OF CALIFORNIA <u>(b) (6), (b) (7)(C)</u>	CODE 15M098
26. NAME OF CONTRACTING OFFICER (Type or print) <u>(b) (6), (b) (7)(C)</u>	27. UNITED STATES OF AMERICA <u>(b) (6), (b) (7)(C), (b) (7)(F)</u> (Signature of Contracting Officer)	28. AWARD DATE 12/23/2019

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Section B - Supplies or Services and Prices/Costs

The contractor shall provide all management, supervision, manpower, materials, supplies, and equipment for the management and operation of a Government-Owned/Contractor-Operated detention facility located at 1115 N. Imperial Ave, El Centro, CA.

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	FEES	AMOUNT
0001	Housing Detention Services - Capacity 512 Fixed Monthly Payment ADP 250 = (b) (4) Incremental of 251-512 = (b) (4) Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002. (b) (7)(E) Line Period of Performance: 12/23/2019 - 12/22/2020 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
0002	Correctional Officer - Transportation Services (b) (4) GSA POV Mileage Rate in Effect at the Time Services are Provided (b) (7) Line Period of Performance: 12/23/2019 - 12/22/2020 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
0003	Other Direct Costs (b) (7)(E) Line Period of Performance: 12/23/2019 - 12/22/2020 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
1001	Housing Detention Services - Capacity 512 Fixed Monthly Payment ADP 250 = (b) (4) Incremental of 251-512 = (b) (4) Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002. (b) (7)(E) Line Period of Performance: 12/23/2020 - 12/22/2021 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
1002	Correctional Officer - Transportation Services (b) (4) GSA POV Mileage Rate in Effect at the Time Services are Provided (b) (7) Line Period of Performance: 12/23/2020 - 12/22/2021 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
1003	Other Direct Costs (b) (7)(E) Line Period of Performance: 12/23/2020 - 12/22/2021 Base Period	0.000000		\$0.0000	\$0.00	\$0.00
2001	Housing Detention Services - Capacity 512 Fixed Monthly Payment ADP 250 = (b) (4) Incremental of 251-512 = (b) (4)	0.000000		\$0.0000	\$0.00	\$0.00

	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2021 - 12/22/2022				
	Unexercised Option 0001				
2002	Correctional Officer - Transportation Services	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (4)				
	GSA POV Mileage Rate in Effect at the Time Services are Provided				
	(b) (7)				
	Line Period of Performance: 12/23/2021 - 12/22/2022				
	Unexercised Option 0002				
2003	Other Direct Costs	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (7)(E)				
	Line Period of Performance: 12/23/2021 - 12/22/2022				
	Unexercised Option 0003				
3001	Housing Detention Services - Capacity 512	0.000000	\$0.0000	\$0.00	\$0.00
	Fixed Monthly Payment ADP 250 = (b) (4)				
	Incremental of 251-512 = (b) (4)				
	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2022 - 12/22/2023				
	Unexercised Option 0001				
3002	Correctional Officer - Transportation Services	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (4)				
	GSA POV Mileage Rate in Effect at the Time Services are Provided				
	(b) (7)				
	Line Period of Performance: 12/23/2022 - 12/22/2023				
	Unexercised Option 0002				
3003	Other Direct Costs	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (7)(E)				
	Line Period of Performance: 12/23/2022 - 12/22/2023				
	Unexercised Option 0003				
4001	Housing Detention Services - Capacity 512	0.000000	\$0.0000	\$0.00	\$0.00
	Fixed Monthly Payment ADP 250 = (b) (4)				
	Incremental of 251-512 = (b) (4)				
	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2023 - 12/22/2024				
	Unexercised Option 0001				
4002	Correctional Officer - Transportation Services	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (4)				
	GSA POV Mileage Rate in Effect at the Time Services are Provided				
	(b) (7)				
	Line Period of Performance: 12/23/2023 - 12/22/2024				
	Unexercised Option 0002				

4003	Other Direct Costs	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (7)(E)				
	Line Period of Performance: 12/23/2023 - 12/22/2024				
	Unexercised Option 0003				
5001	Housing Detention Services - Capacity 512	0.000000	\$0.0000	\$0.00	\$0.00
	Fixed Monthly Payment ADP 250 = (b) (4)				
	Incremental of 251-512 = (b) (4)				
	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2024 - 12/22/2025				
	Unexercised Option 0001				
5002	Correctional Officer - Transportation Services	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (4)				
	GSA POV Mileage Rate in Effect at the Time Services are Provided				
	(b) (7)				
	Line Period of Performance: 12/23/2024 - 12/22/2025				
	Unexercised Option 0002				
5003	Other Direct Costs	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (7)(E)				
	Line Period of Performance: 12/23/2024 - 12/22/2025				
	Unexercised Option 0003				
6001	Housing Detention Services - Capacity 512	0.000000	\$0.0000	\$0.00	\$0.00
	Fixed Monthly Payment ADP 250 = (b) (4)				
	Incremental of 251-512 = (b) (4)				
	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2025 - 12/22/2026				
	Unexercised Option 0001				
6002	Correctional Officer - Transportation Services	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (4)				
	GSA POV Mileage Rate in Effect at the Time Services are Provided				
	(b) (7)				
	Line Period of Performance: 12/23/2025 - 12/22/2026				
	Unexercised Option 0002				
6003	Other Direct Costs	0.000000	\$0.0000	\$0.00	\$0.00
	(b) (7)(E)				
	Line Period of Performance: 12/23/2025 - 12/22/2026				
	Unexercised Option 0003				
7001	Housing Detention Services - Capacity 512	0.000000	\$0.0000	\$0.00	\$0.00
	Fixed Monthly Payment ADP 250 = (b) (4)				
	Incremental of 251-512 = (b) (4)				
	Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002.				
	(b) (7)(E)				
	Line Period of Performance: 12/23/2026 - 12/22/2027				
	Unexercised Option 0001				

7002	Correctional Officer - Transportation Services (b) (4) GSA POV Mileage Rate in Effect at the Time Services are Provided (b) (7) Line Period of Performance: 12/23/2026 - 12/22/2027 Unexercised Option 0002	0.000000	\$0.0000	\$0.00	\$0.00
7003	Other Direct Costs (b) (7)(E) Line Period of Performance: 12/23/2026 - 12/22/2027 Unexercised Option 0003	0.000000	\$0.0000	\$0.00	\$0.00
8001	Housing Detention Services - Capacity 512 Fixed Monthly Payment ADP 250 = (b) (4) Incremental of 251-512 = (b) (4) Transportation services within 300 mile radius of the facility to include Pahrump NV, Florence AZ, and San Luis AZ as outlined in Section J, Attachment 0002. (b) (7)(E) Line Period of Performance: 12/23/2027 - 09/25/2028 Unexercised Option 0001	0.000000	\$0.0000	\$0.00	\$0.00
8002	Correctional Officer - Transportation Services (b) (4) GSA POV Mileage Rate in Effect at the Time Services are Provided (b) (7) Line Period of Performance: 12/23/2027 - 09/25/2028 Unexercised Option 0002	0.000000	\$0.0000	\$0.00	\$0.00
8003	Other Direct Costs (b) (7)(E) Line Period of Performance: 12/23/2027 - 09/25/2028 Unexercised Option 0003	0.000000	\$0.0000	\$0.00	\$0.00
				Base Total:	\$0.00
				Exercised Options Total:	\$0.00
				Unexercised Options Total:	\$0.00
				Base and Options Total:	\$0.00

Contractor proposal submissions and Amendments 0001-0003 are hereby incorporated in full by reference as follows: Proposal submissions dated 11/08/2019.

Section C - Description/Specifications/Statement of Work

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Section D - Packaging and Marking

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Section E - Inspection and Acceptance

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L.9	Freedom of Information ActError! Bookmark not defined.	

- L.10 Disposition of ProposalsError! Bookmark not defined.**
- Section M – Evaluation Factors for Award.....Error! Bookmark not defined.**
- M.1 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998).....Error! Bookmark not defined.**
- M.2 Evaluation Factors for Award.....Error! Bookmark not defined.**
- M.3 Overall Relative Importance of Evaluation Criteria.....Error! Bookmark not defined.**
- M.4 Basis For AwardError! Bookmark not defined.**

Section B – Supplies or Services Prices/Costs

B.1 Description of 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 Government-Owned/Contractor-Operated detention facility for federal detainees as defined in this Solicitation. These comprehensive detention services will serve a population principally consisting of individuals charged with federal offenses and detained while awaiting trial or sentencing.

The El Centro Service Processing Center (SPC) in El Centro, California, is located 220 miles south of Los Angeles, and only 13.5 miles from the US-Mexico border. The El Centro SPC, owned by the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), was previously utilized to house immigrant detainees who were in removal proceedings, and has bed capacity for 512 detainees, with an 18 bed Restrictive Housing Unit (RHU).

The United States Marshals Service (USMS) established a Memorandum of Understanding (MOU) with ICE for use of the El Centro SPC in the Southern District of California (S/CA). ICE will retain facility ownership of the El Centro SPC, while the USMS will assume full operational control and fiscal responsibility.

The period of performance for any contract, which the Government may award under the terms and conditions specified herein, will be for a 24 month Base Period, with up to three (3) 24 month Options Periods, and one (1) 9 month Option Period. Potentially, the contract could be for an eight year and nine month period.

B.2 Contract Type

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) type of contract with Firm-Fixed-Price (FFP) unit prices. Funds for services to be provided under this contract will be obligated by each task order issued.

B.3 Pricing Schedule

Offerors must submit their proposed pricing on the Attached Pricing Schedule. See Attachment 13.

Section C - Performance Work Statement – El Centro

C.1 Definitions/Acronyms

ACA: American Correctional Association.

ALDF: Performance - Based Standards for Adult Local Detention Facilities

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

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

BOOKING: It is a procedure for the admission of an USMS Prisoner, 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 Prisoners 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 Prisoners 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 REPRESENTATIVE (COR): 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 facility'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.

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

GOVERNMENT FURNISHED PROPERTY (GFP): Property in the possession of or directly acquired by the government and subsequently furnished to the contractor for performance of the contract.

GOVERNMENT PROPERTY: All property owned or leased by the Government. Government property includes material, equipment and real property. Government does not include intellectual property and contractor supplied software.

GRIEVANCE: A written complaint filed by a Prisoner 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 Prisoners.

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 Prisoners.

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 – Transportation/transferring Federal Prisoners.

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 Prisoner 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.

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

OMO: Office of Medical Operations, Prisoner Operations Division, U.S. Marshals Service.

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

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 Prisoner population of the facility in accordance with guidance from the Health Authority.

PRISONER: Any person confined in the custody of the United States Marshal Service.

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

- Prisoner, Personal Property
- Receipts, Visitor's List, Photographs,
- Fingerprints, Disciplinary Infractions
- Actions Taken, Grievance Reports, Medical Alerts (b) (7)(E)
- Work Assignments, Program Participation,
- Miscellaneous Correspondence, etc.
- Medical Summary of Federal Prisoner/Alien in Transit (b) (7)(E)

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.

RESTRAINT EQUIPMENT: This includes but is not limited to: (b) (7)(E)

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

SAFETY EQUIPMENT: This includes but is not limited to firefighting 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 Prisoners. 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 Prisoners.

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 a facility 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 (b) (7)(E)

C.2 Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Government Owned/Contractor-Operated detention facility operated on a 24 hour per day, seven day per week, and 365 day per year basis for federal Prisoners.

The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing or hearings. The USMS will award a contract that allows the components of the Federal government, including the USMS, Bureau of Prisons (BOP), as well as the U.S. Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (OHS), to house Prisoners at the facility.

The Facility shall have the capability to accommodate at least **512** Prisoners at a single site. The facility shall be located within United States Marshals Service, El Centro, California Southern District of California. Unless otherwise noted in this PWS, the USMS occupied portion of the El Centro facility will be identified as the El Centro Detention Facility.

The population in the USMS occupied portion of the El Centro facility will be a maximum security facility consisting of an adult male and female population primarily facing criminal charges ordered held in pre-trial detention. The population may also include criminal aliens (non-U.S. citizens) charged with criminal federal law violations. However, the USMS may detain in the detention center any Prisoner remanded to the custody of the USMS and held in pre-trial detention.

Offerors are prohibited from housing non-federal inmates at this facility. The Contractor will be required to house a daily population of 100% of the Prisoner population. The facility includes a Restrictive Housing Unit (RHU) with **18** beds. The RHU beds shall be additional beds used only for the purposes of a RHU and shall not be included in the 100% general population bed space.

The Contractor is prohibited from constructing any additional bed space or facilities at the contract location after award without the prior written approval of the CO.

The Government will provide the property identified in Attachment 12 and in "As Is" condition and is meant for provisional start-up services and it will be the contractor's responsibility to replace if the property is needed to provide service. Property listed in Attachment 12 shall be administered in accordance with Federal Acquisition Regulation 52.245-2 (Jun 2007).

The Contractor shall furnish all personnel, management, supplies and services necessary for the performance of all aspects of the contract. ICE will handle all the Operational Maintenance that they are currently handling throughout the life of the contract. The Contractor is allowed to purchase materials or tools required for the maintenance of the

facility. Any tool or part purchased becomes the property of the United States Government.

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

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

The facility's Prisoner housing units, cells, and recreation areas shall be compliant with ACA-ALDF standards. The facility shall also be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure the facility operates in a manner consistent with the mission of the USMS. The USMS mission includes securing and transporting federal Prisoners from arrest to incarceration the protection of society through capture and arrest of violent offenders, and by confining offenders in the controlled environments of jails and detention facilities which provide conditions of pre-trial confinement which are safe, secure, humane, and don't violate pre-trail Prisoners Constitutional Rights.

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

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA ALDF Standards and the Federal Performance-Based Detention Standards (FPBDS) located at <https://www.usmarshals.gov/prisoner/detention-standards.htm> shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP.

Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO.

Whether required by this PWS, elsewhere in this contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all referrals from the USMS.

C.3 General

All services and programs shall comply with the PWS and all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.),

Congressional mandates, case law and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall determine the appropriate standard.

Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The Contractor shall comply with such changes within but not later than 30 days of receiving written notification unless otherwise noted.

The USMS reserves the right to have various staff on site to monitor contract performance. The Government reserves its right to conduct announced and unannounced inspections of any part of the institution at any time and by any method to assess contract compliance.

Unless specified, the Contractor is required to perform in accordance with the most current editions of the Federal Performance-Based Detention Standards (<https://www.usmarshals.gov/Prisoner/detention-standards.htm>). American Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention Facilities (CALDF), and Standards Supplement, National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails.

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

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

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

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

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

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

Policies and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program re-commendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a Prisoner, shall be made part of the Prisoner's file. The Contractor shall notify the COR (with copy to the CO) when a member of the United States Congress or the media requests information or requests to visit the facility. The Contractor shall coordinate all public information related issues with the CO, who shall, in accordance with USMS Policy Directive 1.3 Media, coordinate the release with the Office of Public Affairs. All press statements and releases shall be cleared, in advance, with the CO.

The Contractor, their employees, agents, or sub-Contractors shall not release any information regarding the facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without express permission of the CO, COR, or their designee. Any inquiries regarding any inmate or other matter related to the contract shall immediately be referred to the COR. The Contractor shall immediately notify the COR of any incident where they believe information was released by their employee, agent, or Subcontractor related to a USMS matter.

The Contractor shall protect, defend, indemnify, save and hold harmless the Government, USMS and its employees or agents from and against any and all claims, demands, expenses, causes of action, judgments and liabilities arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, Subcontractors, employees, assignees or any one for whom the Contractor may be responsible.

The Contractor shall also be liable for any and all costs, expenses and attorney fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorney fees incurred by the Government, USMS and its employees or agents.

The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions.

The CO/COR shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing.

The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation. Policies and procedures shall be developed to ensure a positive relationship is maintained with all levels of the federal judiciary.

The Contractor's procedures shall ensure a tracking system is established which mandates all judicial inquiries and program recommendations are responded to in a timely and accurate manner.

All judicial inquiries and Contractor responses specifically related to a Prisoner shall be made a part of the Prisoner's central file. The Contractor shall notify the COR immediately when a request is made by a member of the United States Congress, local government, the press or other federal entities to obtain information or to visit the institution.

All request for information and or visits shall be cleared, in advance, by the COR. The COR shall be notified when a request is made for Prisoner or employee interviews or visits to the institution by any representative of the media.

All press statements and releases shall be cleared, in advance, with the CO prior to the NTP and the COR after the NTP.

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

C.4 Quality Control Program

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

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. The Contractor shall provide a Quality Control Plan (QCP) as part of their proposal. The Contractor's QCP instrument shall correspond with the FPBDS and consist of an ongoing/perpetual QCP performed by facility staff and a comprehensive annual QCP review conducted by non-facility staff. Results of the Contractor's Quality Control Program shall be provided to the COR within 30-days of completion. QCP records shall be maintained through the contract performance period and until final settlement of any claims under this contract.

The CO will notify the Contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date. The NTP will be contingent upon government approval of the QCP.

The Contractor is required to perform in accordance with the most current edition of the ACA and FPBD Standards and shall maintain continual compliance with all ACA and FPBD Standards during the performance of the contract.

Accomplishment of some ACA Standards is augmented by USMS policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements.

The Contractor is responsible for the development and administration of a comprehensive Quality Control Program (QCP) which ensures all requirements of this contract are achieved. The specific requirements for the QCP are detailed in Section C.5.

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

C.5 Government Quality Surveillance Plan

The Government quality surveillance plan is comprised of the various functions, including inspection performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's Quality Surveillance Plan is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government 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 COR addressing corrective/preventive actions taken. The COR must check the Contractor's performance and document any noncompliance, but only the CO may take formal action against the Contractor for unsatisfactory performance. The COR will be designated subsequent to contract award and a delegation of COR duties and authority will be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Section E-3 "Contractor's Failure to Performance Required Services." The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

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

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

The Contractor shall provide no less than five (5) parking spaces for DOJ staff use.

C.6 Inspection by Regulatory and Other Federal Agencies

Work described in the contract is subject to inspection by other Government agencies. The Service Provider shall participate in responding to all requests for information and inspection or review findings by regulatory agencies. The CO and COR will receive notification of these inspections within 30-days of issuance, and receive a copy of any response submitted by the Contractor.

C.7 Performance Evaluation Meetings

The Contractor's Representatives shall meet with the COR on a basis determined necessary by the Government.

C.8 Administration and Management

C.8.A Administration and Management

C.8.A.1 Policies and Procedures

The Contractor shall develop facility policies and procedures in compliance with FPBDS Section A.1 Policies and Procedures.

C.8.A.2 Quality Control

To complement the Contractor's overarching Quality Control Program identified in Section C.4, the Contractor will operate an internal facility perpetual quality control program in compliance with FPBDS Section A.2.

C.8.A.3 Prisoner Record

The Contractor shall develop facility policies and procedures in compliance with FPBDS Section A.3. Upon release all records pertaining to the Prisoner shall be consolidated and archiving as a single record.

All Prisoner files (e.g., central files, medical files, judgment and commitment (J&C) files, etc.) are to be prepared, maintained and disposed of in accordance with USMS format and procedures.

Policy and procedures shall be developed to ensure the confidentiality and security of all Prisoner files.

The Contractor shall interact with other agencies to satisfy outstanding Prisoner obligations, including, but not limited to:

- Processing of federal and state writs;
- Administration of the Interstate Agreement on
- Detainers (IAD);
- Detainer inquiries;
- Lodging and removal of detainees;
- Notification requests from other agencies; and
- Coordination of transfer/Prisoner movement in and out of the facility.

The Contractor shall have video conferencing capabilities, which can be utilized for inmate legal hearings as required by the Government, conferences, etc.

If the contractor has a separate system of electronic records, database, files, video, etc., that contains Prisoner information, the Contractor shall provide unrestricted viewing access for USMS staff in the office space designated for USMS oversight staff.

C.8.A.4 Facility Admission and Orientation Program

The Contractor shall develop facility policies and procedures in compliance with FPBDS Section A.4 Facility Admission and Orientation Program.

C.8.A.5 Admission and Release Procedures

The search of Prisoners admitted to the facility or released to any authority shall include a strip search performed by Contractor staff.

The search shall be conducted by persons of the same gender always.

Prisoners shall be fingerprinted using fingerprint cards or electronic fingerprinting (Livescans).

The intake process shall include, at a minimum, medical, social and psychological screening within 72 hours of Prisoner arrival for those Prisoners who self-admit social/psychological concerns during intake. The evaluation should occur prior to the Prisoner release to the general population. For all newly committed Prisoners, a psychological assessment shall be completed within 14 days of arrival at the facility.

C.8.A.6 Classification

Prisoners shall be housed in a unit where the Contractor shall ensure appropriate supervision, informal interaction and early problem identification and resolution are provided.

Unit team members shall be accessible from the housing unit and available to the population during day and evening hours.

Individual and group counseling shall be available. Programming shall be reviewed with individual Prisoners on a regular basis.

The Contractor shall conduct Initial Classification and Housing assignments in accordance with FPBDS. Prisoners will not be placed in Restrictive Housing per the direction of the Assistant United States Attorney or the United States Marshal Service. With the exception of a Judicial Court Order, Prisoners may not be placed in Administrative Restrictive Housing upon intake more than 72 hours for preventative reasons.

C.8.A.7 Prisoner Property

The Contractor shall control Prisoner property in compliance with FPBDS Section A.5, and USMS Policy Directive 9.20, Cellblock Operations which identifies allowable Prisoner property: Prisoners in USMS custody may retain the following types of personal property while detained in a contract detention facility:

- Government issued identification documents: State or nationally issued IDs such as passports, drivers licenses, Mexican National Voter Cards; consular ID cards, birth certificates, school certificates;
- Legal papers or materials: These materials should be relevant to the current/draft court proceedings to include documents associated with Immigration and Customs Enforcement removal proceedings;
- A document listing the Prisoner's family and social contact information;
- Religious medals: One medal may be retained only if it is of a size and weight which poses no threat as a potential weapon or escape device;
- Eye glasses or contact lenses, with case;
- Prescribed medicine, health devices, and medical documents in the Prisoner's possession at the time of booking;
- Wedding band: Rings with stones are not authorized. No rings other than a plain wedding band are permitted.

Procedures shall be established for transferring Prisoner funds and property upon release from the facility or transfer to another facility, or when a Prisoner requests a funds transfer to an outside source. The Contractor shall ensure that all funds of Prisoners, who are scheduled for removal to a BOP facility, are transferred in accordance with BOP Program Statement 4500.11 Trust Fund/Deposit Fund Manual located at https://www.bop.gov/policy/progstat/4500_O11_CN-I.pdf

C.8.A.8 Prisoner Welfare Fund

Any revenues earned in excess of those needed for commissary operations shall be used to provide benefit to all Prisoners via a Prisoner welfare fund.

The Contractor may use PS 4500.11, Chapter 2, as a guide for appropriate expenditures from this fund. However, prohibited items, as defined by the BOP, shall not be purchased with commissary revenues.

Individual expenditures from the Prisoner welfare fund that exceed \$1,000 shall be approved by the COR. Records of Prisoner welfare fund expenditures shall be maintained on site at the contract facility and available for review by the USMS.

At the conclusion of the contract, the Prisoner welfare fund shall revert back to the Government. Any interest earned on the Prisoner welfare fund shall be credited to the Prisoner welfare fund.

C.8.A.9 Prisoner Funds

If Prisoner funds are placed in an interest bearing account, the interest earned must be credited to the Prisoner.

Transfer of Prisoner funds shall occur within seven (7) working days upon transfer to another facility or when a Prisoner or Prisoner requests funds transfer to an outside source. If a Prisoner is to be released from USMS' custody, the Contractor shall release all Prisoner funds prior to Prisoner's release from the facility.

Procedures shall be established for transferring Prisoner personal funds upon release from the facility, transfer to another institution or when a Prisoner requests a funds transfer to an outside source.

The Contractor shall ensure all Prisoners who are scheduled for removal to foreign destinations are given all funds immediately prior to release from the facility. Transfer of Prisoner funds shall occur within five working days upon release from the facility, transfer to another institution or when a Prisoner requests a funds transfer to an outside source.

Prisoners who transfer to a BOP institution shall have their Funds sent to the BOP National Lockbox address below in Accordance with the procedures defined in PS 4500.11, Chapter 9.5:

Federal Bureau of Prisons
Insert Prisoners Register Number
Insert Prisoner's Committed Name
PO Box 474701
Des Moines, IA 50947-0001

C.8.A.10 Unclaimed Prisoner Funds

The Contractor shall exhaust all avenues to locate Prisoners and forward their Prisoner account balances.

If after three months the Prisoner cannot be located, the Contractor shall convert the unclaimed balance to the balance of the Prisoner welfare fund.

The Contractor must receive approval from the COR before conversion of unclaimed Prisoner funds into the general Prisoner welfare fund.

A record of the unclaimed converted balance must be maintained and a copy of the conversion transaction provided to the COR.

C.8.A.11 Prisoner Transfers and Releases

The Contractor shall transfer and release Prisoners in accordance with FPBDS Section A.6. The Contractor shall prepare a (b) (7)(E) to accompany all Prisoners transferring out of the facility.

C.8.A.12 Prisoners with Disabilities

The Contractor shall accommodate Prisoners with disabilities in compliance with FPBDS Section A.7.

C.8.A.13 Discrimination Prevention

The Contractor shall comply with FPBDS Section A.8.

C.8.A.14 Staffing

Staffing procedures shall comply with FPBDS Section A.9 and relevant USMS Policy requirements.

C.8.A.15 Key Position Personnel Approval

The following staff positions are consider Key Personnel whose selection must receive approval from the CO and COR prior to filling the identified positions:

- **Warden (Facility Administrator)**
- **Assistant Warden(s)**
- **Chief of Security**
- **Transportation Supervisor/Coordinator; and**
- **Chief of Unit Management**

C.8.A.16 Employment Procedures

The Warden or designee shall be the Contractor's contact person for all matters regarding the processing of Contractor personnel. Based on the Standard Operating Procedures for Contractor Background Investigation Contractor and USMS Contracting Officers Representative (Section J - Attachment # 4) and the Guidelines of Acceptability for USMS Contract Jails, (Section J- Attachment # 5) and the Warden or designee will determine if the applicant is suitable for employment. The Warden or designee shall certify that the following steps have been completed with satisfactory results and submit the certification with the applicant's information.

Prior to employees Entering On Duty (EOD) at the facility, the Contractor shall ensure the following steps are completed for all employees and Subcontractors who are associated with this contract as listed below and provide the results to the USMS COR for the applicable facility:

- Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form)
- Coordinate with the assigned USMS COR 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.
- Conduct a pre-employment interview.
- Certify the applicant is a U.S. citizen (See below - Other Requirements)
- Certify the applicant has met residency requirements (See below - Other Requirements)
- Perform a local law enforcement agency check for the past five years as part of Limited Background Investigation (LBI) or equivalent background investigation
- Conduct a drug test in accordance with USMS Policy Directive 3.36 Drug Free Workplace.
- Applicant shall complete Questionnaire for Public Trust Positions, SF-85P "Questionnaire for Public Trust Positions".
- Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S) if they will occupy an armed position.
- Voucher the applicant's employment record for the past five years.

The determination for employment suitability must be made using the USMS' current Guidelines of Acceptability (Section J -Attachment # 5). Based on steps 1 - 10 and the

Guidelines of Acceptability, the Contractor will determine if the applicant is suitable for employment.

The Warden shall certify that steps 1-10 have been completed with satisfactory results and submit this certification with the applicant's information to the USMS COR for conditional approval. Prior to issuing the conditional approval the COR shall complete the following steps:

Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and resolve derogatory information contained on the background investigation results using the Guidelines of Acceptability. The Contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the USMS COR within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested from the USMS COR.

Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the USMS COR a written final determination regarding the employee's continued employment under this contract. A copy of the background investigation report results shall be attached. The Contractor shall ensure all employees and full-time Subcontractors are reinvestigated every five years as prescribed in the Scope and Coverage of a Periodic Reinvestigation (**Section J - Attachment# 6**) of the contract.

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

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

C.8.A.17 Waivers

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

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

C.8.A.18 Other Employment Requirements

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

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

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

For non-citizen applicants of Subcontractors, the Contractor must seek approval from the CO.

Employment Eligibility - The Contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/ or other provisions of this contract, Non-US citizens, including Lawful Permanent Residents (LPRs), illegal or undocumented aliens will not be employed by the Contractor, or with this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

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

worked for the United States overseas in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas.

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

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

C.8.A.19 Employment Agreement

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

The Contractor shall ensure that a contingency plan covering work actions or strikes is developed and maintained in a secure location. In the event the Contractor negotiates collective bargaining agreements applicable to the work force under the contract, the Contractor must use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

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

C.8.A.20 Key Personnel

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

Facility Activation Coordinator - Knowledge of program objectives, policies, procedures and requirements for activating a secure detention and/or correctional facility.

The individual shall have minimum of 5 years' experience in the management of a detention or correctional facility at the level of Associate Warden Level or above, and have prior experience managing the activation of secure detention and/or correctional facility. This position will be staffed until the Warden's position is activated upon issuance of the Notice to Proceed.

Warden(s)/Facility/Administrator - Knowledge of program objectives, policies, procedures and requirements for managing a secure detention and/or correctional facility. The individual shall have minimum of 10 years' experience in the management of a detention or correctional facility with 5 of those 10 years being at the level of Associate Warden Level or above.

Associate Warden(s)/Assistant Facility Administrator - Knowledge of program objectives, policies, procedures and requirements for managing a detention and/or correctional facility. The individual shall have minimum of 10 years' experience in detention or correctional facility with a minimum of 5 years of experience as a mid-level manager in a detention or correctional facility.

Transportation Supervisor/Coordinator - The Transportation Supervisor/Coordinator shall have knowledge of transportation program objectives, policies, procedures and requirements for managing a secure Prisoner movement. The Individual shall have a minimum of 5 years' experience in Prisoner transportation services and meet the criteria of transportation officer.

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

Full-time employment is 40 hours per week on-site.

The Contractor shall staff five (5) key personnel positions. They are the Warden, Associate Warden, Chief of Security, Transportation Supervisor/Coordinator and Chief of Unit Management.

The Contract Officer shall approve changes of the key personnel before they are employed in a key personnel position. The Contractor shall staff all key personnel positions throughout the performance of the contract. The Contractor shall notify the COR/CO in writing if key personnel vacate a position permanently and indicate when a replacement will be made. The notification shall occur five days after the vacancy.

C.8.A.21 Essential Personnel

The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five (5) years' experience specific to their department is required.

- Administrator,

- Chief, Detention/Correctional Services
- Security Shift Supervisors
- Intelligence Officer
- Facilities Manager/Administrator
- Food Service Administrator
- Inmate Systems/Records Office Manager
- Medical/Health Services Administrator
- Quality Control Manager
- Safety/Environmental Specialist
- The Administrator, Religious Services shall be certified by the American Correctional Chaplains Association.

Intelligence Officer shall be responsible for the collection and dissemination information regarding issues affecting safety, security and the orderly running of the facility. This information should include, but not be limited to: gang affiliations; Prisoner threats domestic terrorist groups; tracking of Prisoners having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; Prisoner financial information; Prisoner telephone calls; visiting room activity; and actions of high profile Prisoners. The Contractor shall share intelligence information with the USMS. At a minimum, 50% of the intelligence staff must have sufficient Spanish language skills to understand and make oneself understood, and be able to translate, read, write and converse in Spanish and English.

C.8.A.22 Prisoner Processing

The Contractor shall assist in the performance of the following core tasks:

- Provide liaison services between the Contractor and USMS in the area of Prisoner issues (such as but not limited to transportation, medical, etc.);
- The processing of Judgment & Commitment Orders;
- The assembling and processing request for designation packages, submitting of packages to the Bureau of Prisons;
- Provide assistance on a quarterly basis for the verification of Detainers;
- Updating Prisoner medical information in the USMS Justice Prisoner Information System (JDIS).
- Updating Prisoner statuses in the JDIS system to reflect their phase in the designation process;
- Generating (b) (7)(E) and other entries as deemed necessary by the USMS.
- Processing designations received by and submitting requests for (b) (7)(E) to the Justice Prisoner and Alien Transportation System (JPATS).
- (USMS Prisoner Operations will provide training in the use of JDIS)

Personnel: Contractor will assign a maximum of two (2) personnel, from the Staffing Plan within the current proposal for detention services to perform the above tasks. Work period will be 8-hour-day/40 hours per week.

Place of Performance: USMS, within local district offices, will provide the Contractor with space Monday through Friday in its facilities for performance.

Government Furnished Items: USMS will provide reasonable amount of office equipment and supplies to the contractor for performance.

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

C.8.A.23 Staff Vacancies

The United States Marshals Service (USMS) approved staffing plan serves to document the agreed upon staffing level of the facility, and also serves as the basis for equitable adjustments in accordance with the FAR 52.222.43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) applicable to this contract. The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. Any requested changes to the number, type and/or distribution of staff described in the approved staffing plan must be submitted in writing to the Contracting Officer (CO) for approval prior to implementation.

Each month, the contractor shall submit to the CO and COR a current staffing report reflecting all staffed and vacant positions by department, to include entry on duty dates (EOD) for all active employees, and vacancy dates for all vacant positions. The report shall also include the total number of days a position has remained vacant and the average monthly vacancy rate by department. The report shall be in a similar form and formatting as the USMS approved staffing plan.

Staffing levels shall not fall below a monthly average of (b) (7)(E) for Detention Security Services, (b) (7)(E) for Medical Services and (b) (7)(E) for all other departments of the United States Marshal Service (USMS) approved staffing plan. Staffing levels for all departments other than Detention Security Services and Medical Services will be calculated in the aggregate.

Individual vacancies of 120 days or greater or departmental staffing levels less than indicated above that USMS deems a contributing factor to a performance deficiency may result in a deduction from the monthly invoice. The USMS will calculate the deduction retroactive from the day one of the vacancy and continue the deduction until the vacancy replacement's entry on duty (EOD) date, excluding the days for the USMS conditional approval process. Positions not on the approved staffing plan shall not be used to offset staffing vacancies unless the contractor receives prior written authorization from the CO.

Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and for each post, shall be maintained for the facility for six years. Correctional staff assignment rosters will correspond to the facility's contract staffing plan.

C.8.A.24 Subcontractors Definitions

Full-time Subcontractor - an individual performing work in the contract facility which requires performance in excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2 hours per week, 3 days per week) or in a one month period. All full-time Subcontractors must complete the Employment Procedures established in Section C.8.A.17.

Part-time Subcontractor - an individual performing work in the contract facility which requires performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3 days per week) or 29 days. Part-time Subcontractors who have not completed the Employment Procedures established in Section C.8.A.9.1 are to be escorted at all times while in the facility.

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

The Contractor, at a minimum, must complete the following for all part-time Subcontractors:

Pass the DHS Employment Eligibility Verification (E-Verify) program. Coordinate with the assigned USMS COR 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.

In addition, the Contractor shall not hire any Subcontractor, full- or part-time who, under the following circumstances:

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

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

C.8.A.25 Volunteers

The Contractor shall develop written procedures for the use, security and supervision of volunteers. The procedures shall outline record keeping, identification badges and

escort protocols. The Contractor shall include these procedures in the Personnel Policy Manual.

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

The Contractor shall coordinate with the assigned USMS COR 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 volunteers.

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

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

C.8.A.26 Translators and Bilingual Staffing

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

A minimum of 15% of the overall staff complement must have sufficient Spanish language skills to understand and make oneself understood.

C.8.A.27 Staff Training

The Contractor shall ensure employees receive training in compliance with FPBDS Section A.10.

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

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

The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training

academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations.

Essential staff must complete the Federal Emergency Management Agency online independent study courses listed below.

IS-100: Introduction to Incident Command System-(3Hrs)

<http://www.training.fema.gov/EMIWeb/IS/is100b.asp>

IS-200: ICS for Single Resource and Initial Action Incidents-(3Hrs)

<http://www.training.fema.gov/EMIWeb/IS/is200b.asp>

IS-700: MIMS, An Introduction to Emergency Management Institute-(3Hrs)

<http://www.training.fema.gov/EMIWeb/IS/is700a.asp>

IS-800: National Response Framework, An Introduction-(3Hrs)

<http://www.training.fema.gov/EMIWeb/IS/is800b.asp>

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

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

C.8.A.28 Emergency Plans

The Contractor shall develop and maintain emergency plans in accordance with FPBDS Section A.11

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

The plan shall also include provisions for one or more disturbance control teams. Protective clothing and equipment for each team member and (b) (7)(E) of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility. Any decision by the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Federal Government. The Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

C.8.A.29 External Agency Notifications

The Contractor shall notify the USMS of incidents in accordance with FPBDS Section A.I2.

Incident notifications shall not be delegated below the level of Assistant Chief of Security/Unit Management or Administrative Duty Officer. USMS District points of contact and reporting methodologies will be established by the on-site COR. Initial notifications may be telephonic with a written report being submitted (b) (7)(E) . At minimum written reports of an incident shall include the information equal to what is required by the (b) (7)(E) .

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

Escapes: The Contractor shall notify the appropriate USMS' Duty Officer, COR and local Law Enforcement officials immediately of any USMS' Prisoner escape or attempted escape. Corrective actions shall be taken immediately and verbally communicated to the COR. A written report of the escape or attempted escape and the remedial action shall be (b) (7)(E) . The Contractor assumes absolute liability for the escape of any federal Prisoner in its custody.

C.8.B Health Care

The Contractor shall ensure medical/health care provided to Prisoners is compliant with the FPBDS Functional Area B, Health Care, and the applicable standards and levels of quality established by ACA and NCCHC. In addition, the Contractor shall adhere to all applicable federal, state and local Laws, regulations, and guidelines governing delivery of health services in accordance with USMS' Prisoner Health Care Standards (Pub. 100) and the USMS' Health Care Policies. Questions on standards will be resolved by the Office Medical Operations (OMO), POD in conjunction with the Contracting Officer.

The Contractor shall provide all essential health care services while meeting the applicable standards and levels of quality established by the ACA and a designated health care accreditation provider. In addition, the Contractor shall adhere to all applicable federal, state and local laws and regulations governing delivery of health services.

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

The Contractor is responsible for the costs of all health care provided inside the contract detention facility, including all medications included in the facility formulary. Non-formulary medications must be pre-approved by OMO. The Contractor shall utilize USMS established managed care provider networks where available. Where none are available, the Contractor will coordinate in advance with OMO before establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements with local health care providers to provide emergency medical care and medically necessary health care provided outside the facility. The Contractor shall notify all outside

medical care providers in advance that the rate of reimbursement for USMS' Prisoners is not to exceed Medicare rates.

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

All non-emergency outside care (i.e. medical, dental and mental health) for USMS' Prisoners shall require pre-authorization through the COR or designee in consultation with OMO to ensure consistency with USMS' Prisoner Health Care Standards. If preauthorization is not obtained, the Contractor is responsible for the unauthorized medical care. Outside emergency care requires a confirmatory notification the next business day to the USMS' District Office.

C.8.B.1 Health Care Administration

The Contractor shall administer the facility health care operation in accordance with FPBDS Section B.1.

C.8.B.2 Intake Health Screening

The Contractor shall conduct Intake Health Screenings of all Prisoners to include Customs and Border Patrol prisoners in accordance with FPBDS Section 8.2. TB testing shall be documented on a (b) (7)(E). Prisoners that refuse to submit to TB testing are to be reported to the U.S. Marshal and OMO immediately in order that a Federal Court order can be issued to mandate such testing. The facility will provide digital radiological services which will enable same day diagnosis.

C.8.B.3 Medical, Mental Health, and Dental Appraisals

The Contractor shall conduct medical, mental health and dental appraisals of all Prisoners in accordance with FPBDS Section B.3.

C.8.B.4 Access to Health Care

The Contractor shall ensure Prisoners have access to health care services in accordance with FPBDS

Section B .4

C.8.B.5 Provision of Health Care

Prisoner health care provided by the Contractor shall be compliant with FPBDS Section B.5. All in house health care services shall be provided within the appropriate clinical setting.

C.8.B.6 Incident Health Care

The Contractor shall respond to Prisoner suicides, hunger strikes, the need for medical restraints/therapeutic seclusion, sexual assault, deaths, and placement in restrictive housing in a manner which is compliant with FPBDS Section B.6.

C.8.B.7 Health Care Accreditation

The Contractor shall administer the facility health care operation in accordance with FPBDS Section B.5

C.8.B.8 Administration

Whenever possible, health care services shall be provided within the facility Health Services Unit (HSU). The Contractor shall establish arrangements with local health care providers for emergency and medical services necessary for outpatient and inpatient health care not provided within the facility.

The Contractor shall provide a minimum of four airborne isolation room within the institution with the ventilation rate a minimum of 12 air exchanges per hour. The room shall also have an exhaust system to direct flow of air from the room to the outdoors or through High-Efficiency Particulate Air (HEPA) filters.

The Contractor shall have a negative pressure sensor device that will continuously monitor the pressure within the room.

The Contractor shall provide adequate space for examination and treatment of the patient population, along with medical equipment to provide care required by the population. Space allocations shall include:

- space for privacy in consultation and physical examination,
- facilities for providing urgent care,
- storage and disposal of bio-hazardous waste,
- dental treatment area,
- secure medication storage/administration area,
- specimen collection area, and
- secure medical record storage

Medical equipment should allow providers to conduct routine physical examinations, diagnose and treat minor injuries, evaluate emergency conditions and provide life support as appropriate to the setting (e.g., automatic external defibrillators, oxygen, and other similar devices).

C.8.B.9 Services

The Contractor shall have written plans, procedures and associated protocols for:

- routine (ambulatory) health care, mental health and dental services;
- 24/7 access to urgent/emergency medical treatment, including medical, mental health and dental emergencies;
- utilization of infirmary or “observation units” if they exist;

- initial health screening;
- health appraisal examination;
- daily triage of complaints;
- access to care procedures (scheduling appointments, consultations, diagnostic or treatment procedures, how care is provided in segregation or detention areas);
- special medical programs and services for, but not limited to:
 - Management of chronic and acute medical conditions;
 - Convalescent care;
 - Mental health and substance abuse services;
 - Health care specialists;
 - Physical therapy services;
 - Ancillary services – radiology, laboratory, etc.;
 - Dental services (routine and emergency);
 - Pharmaceutical services and supplies;
 - optometry services to include the provision of medically necessary eyeglasses;
 - Health education;
 - Medical diets;
 - Medical management related to the use of force and restraints;
 - Medical management of hunger strikes;
 - Surveillance, control, diagnosis and treatment of
 - Infectious diseases; and
 - Quality assurance/improving organizational performance
 - Provider licensure, credentialing, peer review.

C.8.B.10 Medical Staffing

The Contractor shall submit written plans and procedures for health care staffing of the facility. The plan will:

- Specify the duties and responsibilities of all staff providing clinical services;
- Specify the numbers and mix of staff providing services;
- Define the supervision of staff providing services;
- Ensure all duties and responsibilities of the clinical staff are consistent with applicable state licensing laws or regulations covering the practice of medicine, nursing, dentistry or other regulated clinical professions;
- Ensure duties and responsibilities do not exceed the scope of practice as defined for any provider;
- Define the mechanism by which the Contractor will ensure staff performing medical services are licensed or certified as required by law or regulation;
- Define the procedures for primary source verification of credentials;
- Define the process for granting privileges to licensed independent practitioners and how other providers are authorized to carry out their duties (agreements, protocols, standing orders, etc.).

C.8.B.11 Pharmacy Services

The Contractor shall adhere to the most current Formulary. The Contractor shall obtain signed informed consents for medications used for psychiatric treatment.

The Contractor will ensure compliance with all federal drug laws in addition to the drug laws of the state that has jurisdiction.

C.8.B.12 Infectious Disease Management Program

The Contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations in the delivery of health care services and management of blood borne pathogens.

C.8.B.13 Infectious Disease Management

The Contractor shall comply with the most recent Centers for Disease Control and Prevention/Morbidity and Mortality Weekly Report (CDC/MMWR) "Prevention and Control of Tuberculosis in Correctional Facilities: Recommendations of the Advisory Council for the Elimination of Tuberculosis" and "Guidelines for Preventing Transmission of Mycobacterium Tuberculosis in Healthcare Facilities."

The Contractor shall comply with the most recent Department of Health and Human Services (DHHS) and United States Public Health Service (USPHS) guidelines related to the treatment of HIV and AIDS. These guidelines are available at www.aidsinfo.nih.gov. Specific guidelines include:

- "Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents."
- "Guidelines for the Prevention of Opportunistic Infections in Persons Infected with HIV."
- Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Post exposure Prophylaxis."
- "Management of Possible Sexual, Injecting-Drug-Use, or Other Non-occupational Exposure to HIV, Including Considerations Related to Antiretroviral Therapy."
- "Prevention and Treatment of Tuberculosis Among Patients Infected with Human Immunodeficiency Virus: Principles of Therapy and Revised Recommendations."

The Contractor shall comply with the most recent National Institutes of Health (NIH) "Consensus Development Conference Statement on the Management of Hepatitis C."

The Contractor shall also follow state regulations for reporting infectious diseases and disease outbreaks to the local health department.

C.8.B.14 Preventive Health Services

The Contractor shall provide preventive health care to include immunizations and medical screening procedures consistent with those recommended by the United States Preventive Health Task Force and the Center for Disease Control (CDC).

C.8.B.15 Management of Chronic Medical Conditions

For the treatment of chronic diseases, the Contractor shall use current evidence-based clinical treatment guidelines promulgated by nationally recognized sources, such as the National Asthma Education Program; Joint National Committee on Prevention, Detection, Evaluation and Treatment of High Blood Pressure; National Cholesterol Education Program; American Diabetes Association; and American Psychiatric Association.

C.8.B.16 Quality Improvement

The Contractor shall establish a clinical care quality assessment and improvement program along with a quality measurement system for health care services.

C.8.B.17 Inmate Death

In the event of inmate death, the Contractor shall immediately notify the COR and submit a written report to the COR (b) (7)(E)

The written report shall include, at a minimum: name of the deceased, age, register number, date of death, preliminary cause of death, place of death, narrative containing brief clinical synopsis of events leading to death (including staff response and hospitalization) and past medical history.

If an autopsy is to be performed, this information should be included. If the death occurred in the community hospital, length of hospitalization or emergency care must be included.

The Contractor shall notify the coroner of the local jurisdiction to request review of the case and examination of the body (e.g., autopsy). The Contractor shall obtain the autopsy report and submit it along with the Mortality Review Report mentioned below.

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

Within (b) (7)(E) of an inmate death, the Mortality Review Committee will complete the Mortality Review Report in its entirety.

If the Mortality Review finds opportunities to improve the quality of care, the plan of action for improvement should be considered and, if appropriate, incorporated into the Contractor's Quality Control Program.

The Contractor is responsible for preparation and oner of the body to the designated family member, nearest of kin or Consular Officer of the inmate's country of legal residence.

Personal property of the deceased inmate shall be inventoried and forwarded to the designated family member, nearest of kin or Consular Officer of the inmate's country of legal residence.

C.8.B.18 Medical Records

Consistency in content and format of medical records of inmates transferring between contract and BOP facilities is a critical component of care for inmates.

C.8.B.19 Data Collection and Management

The HSA will ensure that the Sensitive Medical Data (SMD) tracking system is accurately maintained and is accessible to all Health Services staff, to ensure identification and follow-up of patients assigned to CCCs.

The CD is responsible for ensuring that all providers have been trained in and use the SMD system to classify inmates correctly and to track necessary follow-up care.

Data collected for the assessment of the quality of care or for accreditation purposes will be made available to the USMS upon request.

C.8.C Security and Control

C.8.C.1 Correctional Supervision

The Contractor shall maintain correctional supervision in compliance with FPBDS Section C. 1.

C.8.C.2 Prisoner Accountability

The Contractor shall maintain accountability of Prisoners in accordance with FPBDS Section C.2. Count documents shall be maintained for a minimum of 30 days.

C.8.C.3 Control of Contraband

The Contractor shall maintain methods of controlling the introduction and possession of contraband in accordance with FPBDS Section C.3.

C.8.C.4 Use of Force/Non-Routine Application of Restraints

The Contractor shall ensure all Use of Force/Non-Routine Application of Restraints comply with FPBDS Section C.4 and USMS Policy Directive 14.15, Use of Force. In addition to the Use of Force/Non-Routine Application of Restraints reporting requirements identified in FPBDS Section C.8.A.12, the contract shall provide the USMS COR of the results of incident review required by FPBDS C.4.9 (b) (7)(E)

C.8.C.5 Weapons Control

Procedures governing the availability, control, and use of firearms, less lethal devices, and related security devices shall comply with FPBDS Section C.5.

The Contractor shall submit to the COR a proposed inventory of intervention equipment (b) (7)(E) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall approve the intervention equipment. The approved intervention equipment inventory

shall not be modified without prior written approval of the CO. (Use of any (b) (7)(E) must be covered by written policy and procedures and staff adequately trained in such use). Carrying or the use of personal or privately owned firearms while on duty is prohibited.

The Contractor shall store weapons and munitions in an armory. Only facility staff authorized to issue weapons shall be granted access to the weapons storage area of the armory. With the exception of the armorer, authorization to issue weapons shall not be delegated below the level of assistant shift supervisor.

C.8.C.6 Keys, Tools, and Medical Equipment Control

Control of keys, tools, and medical equipment shall comply with FPBDS Section C.6.

C.8.C.7 Post Orders

Written correctional post orders shall comply with FPBDS Section C.7.

C.8.C.8 Prisoner Discipline

The Prisoner disciplinary process shall comply with FPBDS Section C.8.

C.8.C.9 Restrictive Housing

The Contractor shall operate restrictive housing units in accordance with FPBDS Section C.9, and the January 2016, U.S. Department of Justice, Report and Recommendations, Concerning the Use of Restrictive Housing.

C.8.C.10 Prisoner Transportation

The Contractor shall be required to provide armed guards and transportation services as required by the United States Marshals Service (USMS), to transport Prisoners to and from courthouse, hospitals, medical visits/appointments, detention facilities, JPATS sites (Section J - Attachment# 2), and provide perimeter security.

These services shall be provided in compliance with FPBDS Section C.10, Prisoner Transportation, USMS Policy Directives (9.17 Body Searches; 9.18 Restraining Devices; 9.21 In-District Prisoner Movements) and the criteria identified in this section.

C.8.C.10.a Staffing

In addition to meeting the staffing and training requirements identified in contract sections C.8.A.9 and C.8.A.10, Transportation Officers will have a minimum of three years of full-time experience in law enforcement with powers of arrest, or as a Corrections/Detention Officer, or military police with experience in security matters related to Prisoner handling and detention on a regular basis. If retired or separated from jobs related to mandatory experience, the Transportation Officer's retirement or separation must be no more than five years prior to performance of contract service.

C.8.C.10.b Weapons

The Contractor is responsible for ensuring Transportation Officers and Officers assigned to Armed Posts are properly armed with a revolver or semi-automatic pistol with the following specifications:

(b) (7)(E)



Firearms will be maintained in a clean and serviceable condition. The use of privately owned firearms is prohibited. The COR must authorize the use of long guns; however, long guns are not authorized for use instead of a pistol.

C.8.C.10.c Ammunition

Ammunition is (b) (7)(E)



Only ammunition authorized by Ammunition Supply Information provided by USMS Policy Directive 14.11, Firearms, may be used. No other ammunition is authorized for duty use, qualification, or training.

C.8.C.10.d Holsters

Weapons shall be carried in a holster designed to be worn on the strong-side hip with the following specifications:



C.8.C.10.e Restraint Equipment

Restraint equipment shall comply National Institute of Justice (NIJ) standards. The Contractor shall comply with Section 301 of the Public Law 115-391 in accordance to the Use of Restraints on Prisoners during the Period of Pregnancy and Postpartum Recovery Prohibited

C.8.C.10.f Uniforms/Identification

The Contractor will provide uniforms for all Transportation Officers performing services under this contract. Transportation Officer Uniforms will be distinctly different from USMS uniforms, will have no USMS logos, markings, or references to the USMS.

The Contractor will provide Transportation Officers with standard identification cards or badges, which do not contain any markings depicting the USMS badge, seal, or any wording associated with USMS.

C.8.C.10.g Firearms Testing and Licensing

The Contractor will test Transportation Officers and Officers assigned Armed Posts to determine weapons handling proficiency prior to the officers providing services. Weapons proficiency testing must be conducted by a certified firearms instructor meeting the requirements of the state.

Retesting will be done annually and should occur within 60 days prior to the anniversary of the origin\test.

The Contractor shall utilize the USMS Primary Handgun Course of Fire (Effective Date: February 18, 2015) if the COR determines the annual state firearms certification course of fire requirements are insufficient.

USMS will not reimburse, nor will the Contractor bill for any hours or related costs associated with the weapons proficiency qualification.

The Contractor will record all firearms qualifications and familiarizations on a (b) (7)(E) or similar form. The Contractor will maintain the firearms qualification record and provide the form to USMS COR upon request.

The Contractor will comply with all licensing requirements to include Guard Registration Cards if applicable for armed security contractors in the State or States of operation.

Transportation Officers will have current State Registration and Firearm Carry Permits.

C.8.C.10.h Hospital Admissions

The Contractor will notify the USMS immediately upon notification of Prisoner admission to the hospital facility. The Prisoner will remain in Contractor custody after admission and for the duration of the hospital stay or until transferred to USMS custody at the discretion of USMS COR.

Once a Prisoner is admitted to a hospital Transportation Officers will record all activities occurring during the shift relative to a specific Prisoner detail in an Activity Log. The Contractor will maintain Activity Logs for the period of the contract. A Facility Security Supervisor will conduct unannounced security checks on hospital details at least once per shift; the date/time and results of these inspections will be recorded in the Activity Logs.

(b) (7)(E)

(b) (7)(E)

C.8.D Food Service

C.8.D.1 Food Service Administration

The Contractor shall comply with FPBDS Section D. 1.

C.8.D.2 Food Service Employee/Worker Health

The Contractor shall comply with FPBDS Section D.2. FPBDS D.2.5 requires food service employees/workers are required to wear clean outer clothing to prevent contamination of food, equipment and utensils. Prisoner food service workers shall be issued uniforms which are distinct from general population uniforms and of an appearance and color which would facilitate the visual inspection of re- porting workers.

C.8.D.3 Food Storage and Preparation

The Contractor shall comply with FPBDS Section D.3.

C.8.D.4 Equipment, Utensils, and Linens

The Contractor shall comply with FPBDS Section D.4.

C.8.D.5 Prisoner Meals and Special Diets

The Contractor shall comply with FPBDS Section D.5.

C.8.E Reserved

C.8.F Safety and Sanitation

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

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

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

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

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

No matter whether new construction or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 10 I, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between NBC and NFC, NFC shall apply.

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

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

Activities which are implemented, in whole or in part, with federal funds must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to the following acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery, and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental

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

C.8.F.1 Fire Safety and Chemical Control

The Contractor shall comply with FPBDS Section F. 1.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the contractor shall be considered the "operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a Prisoner, visitors, or any third party. If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

C.8.F.2 Sanitation and Environmental Control

The Contractor shall comply with FPBDS Section F.2.

C.8.F.3 Clothing and Bedding

The Contractor shall comply with FPBDS Section F.3.

C.8.F.4 Prisoner Hygiene

The Contractor shall comply with FPBDS Section F.4.

C.8.F.5 Emergency Power and Communication

The Contractor shall comply with FPBDS Section F.5.

C.8.G Services and Programs

C.8.G.1 Classification and Housing

The Contractor shall comply with FPBDS Section G.1

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

C.8.G.2 Access to the Courts and Legal Materials

The Contractor shall comply with FPBDS Section G.2. Attorney visitation procedures shall not be more restrictive than the attorney visitation procedures identified in BOP Program Statement 1315.07, Legal Activities, and Inmate. With the exception of BOP policies, the Contractor shall maintain a law library with sufficient capacity to

accommodate access by the Prisoner population and which contains the legal materials identified in Attachment A of BOP Program Statement 1315.07.

C.8.G.3 Mail

The Contractor shall comply with FPBDS Section G.3.

C.8.G.4 Telephones

The Contractor shall comply with FPBDS Section G.4.

If authorized to do so under applicable law, the Contractor shall monitor and record Prisoner conversations. If Prisoner's telephone conversations can be monitored under applicable law, the Contractor shall provide notice to Prisoners of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for Prisoners to be able to place unmonitored telephone calls to their attorneys.

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

C.8.G.5 Religious Program

The Contractor shall comply with FPBDS Section G.5.

C.8.G.6 Recreation

The Contractor shall comply with FPBDS Section G.6. Recreation areas shall be compliant with ACA standards 4-ALDF-5C-03 and 4-ALDF-5C-04.

C.8.G.7 Visitation

The Contractor shall comply with FPBDS Section G.7. Social visits shall be non-contact, in a room designated to meet non-contact visitation integrity. The Contractor shall have procedures and policy to clear all visitors, including attorneys prior to those individuals visiting the Prisoner. The Contractor shall not allow any media visitation without the prior written approval of the USMS.

The contractor shall provide two private sound proof secured rooms to allow the Prisoner to view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining facility security.

C.8.G.8 Work Programs

The Contractor shall comply with FPBDS Section G.8.

USMS Prisoners with suicidal tendencies, escape history, violent history, and gang affiliations or with retainers for pending charges with other local, state or federal agencies will not be considered for the volunteer program. USMS' Prisoners are not permitted to act as Trustees and they may not work in positions that permit unsupervised contact with segregated Prisoners or Prisoners of the opposite sex. The USMS' Prisoners are restricted from operating equipment that may expose the Prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates.

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

C.8.G.9 Grievance Program

The Contractor shall comply with FPBDS Section G.9.

C.8.G.10 Commissary

The Contractor shall operate a Commissary/Canteen from which Prisoners can purchase approved items that are not furnished by the facility. Allowable USMS Prisoner property is limited to the items identified in Section C.8.A.9; therefore commissary sales shall include a notification to the Prisoner of the requirement to dispose of the commissary items prior their transfer from the facility.

Commissary funds shall be maintained separately using Generally Accepted Accounting Principles (GAAP). The annual financial review of the commissary operation shall be provided to the COR.

Excess revenues (profits) may not be used for the personal benefit of individual Prisoners, but to provide benefit or the opportunity to benefit all Prisoners. In addition, profits may not be used to purchase items the Contractor is required to provide and/or maintain. Any expenditure of funds for the purpose of providing a general benefit to the Prisoner population shall be made after approval of the COR or CO. he accumulated excess commissary revenues will be applied to the final contract invoice payment.

C.8.H Prison Rape Elimination Act (PREA)

The Contractor is required to maintain PREA certification in compliance with 28 CFR part 115, Department of Justice, National Standards to Prevent, Detect, and Respond to Prison Rape http://www.ojp.usdoj.gov/programs/pdfs/prea_final_rule.pdf. PREA audit reports shall be provided to the COR within 30 days of issuance.

C.9 Facility Physical Plant Requirements

The Contractor shall maintain full compliance with ACA ALDF standards pertaining to: (1) Physical Plant; (2) Inmate Housing; (3) Single Occupancy Cells; (4) Multiple Occupancy Cells; (5) Cell Room Furnishings; (6) Dayrooms; (7) Washbasins; (8) Bathing Facilities; and (9) Toilets. Under no circumstances will the Contractor fail to comply with the unencumbered space requirements, a practice commonly referred to as Triple Bunking, in which the physical design square footage and unencumbered space is constructed for two person occupancy.

If the USMS operational needs unexpectedly increases the USMS Prisoner population the contractor shall maintain compliance with the standards during increased population period.

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

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

ADA Compliance: New construction shall comply with the 2010 ADA Standards for Accessible Design. A minimum of 3%, but no less than one, of the total number of cells in a facility shall provide accessible mobility features shall be provided in each classification level.

Existing facilities shall also provide a minimum of 3%, but no less than one, of the total number of cells being altered until at least 3%, but no less than one, of the total number of cells in a facility shall provide accessible mobility features shall be provided in each classification level. However, when alterations are made to specific cells, detention and correctional facility operators may satisfy their obligation to provide the required number of cells with mobility features by providing the required mobility features in substitute cells (cells other than those where alterations are originally planned), provided that each substitute cell:

Is located within the same prison site;

Is integrated with other cells to the maximum extent feasible;

Has, at a minimum, equal physical access as the altered cells to areas used by inmates or Prisoners for visitation, dining, recreation, educational programs, medical services, work programs, religious services, and participation in other programs that the facility offers to inmates or Prisoners.

C.10 Data and Property Rights

The government will retain all rights and privileges to all data provided by USMS. The Contractor shall neither retain nor reproduce for private or commercial use any information or other materials furnished or made available during performance. The Contractor agrees not to assert any rights at common law, or in equity, or establish any claim to statutory copyright in such data.

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

Section D - Packaging and Marking

D.1 Packing and Marking

All required deliverables hereunder shall be in accordance with commercial practice and adequate to insure acceptance and secure arrival at destination. Delivery fees associated with performance of this contract are the responsibility of the Contractor.

The Contractor shall ensure that all reports, invoices, payroll reports, and official correspondence submitted to the Contracting Officer or the Contracting Officer's Representative, if applicable for which the information is being submitted, shall prominently show:

- (1) Name and Business address of the Contractor;
- (2) Contract Number/Task Order Number and Project Number, if applicable for which the information is being submitted;
- (3) Date of report; and
- (4) Program office(s).

Section E – Inspection and Acceptance

E.1 52.246-4 Inspection of Services – Fixed Price (Aug 1996)

(a) **Definition.** “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 with 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 Performance Assessment Reporting System (CPARS)

In accordance with the FAR 42.15, Contractor Performance Information, the Contractor’s overall performance will be evaluated on a periodic basis. The evaluation will include, but not limited to:

- The Contractor’s record of conforming to contract requirements, standards of good workmanship, technical and quality of services;

- The Contractor's adherence to contract schedules/timeliness, Management/business relations;
- The Contractor's performance against, and efforts to achieve, the goals identified in the small business subcontracting.
- Other (e.g., late or nonpayment to subcontractor, trafficking violation, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, termination, suspension and debarments).

Past performance information is relevant information, for future source selection purposes, regarding a Contractor's actions under previously awarded contracts. Past performance under this contract will be evaluated in accordance with FAR 42.1503 and submitted to the Past Performance Information Retrieval System (PPIRS) and the Federal Awardee Performance and Integrity System (FAPIIS) through the Contractor Performance Assessment Reporting System (CPARS).

E.3 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.4 Government Quality Assurance Surveillance Plan

(a) The United States Marshals Services (USMS) Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not USMS, 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 USMS 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 USMS's QAP is not a substitute for quality control by the contractor.

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

(d) USMS 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.5 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.6 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 more frequent bases if specified in the contract, or if facility performances are 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 a "Deficient" or "At-Risk" performance rating, the facility will undergo a follow-up review phase. An overall rating below Acceptable shall result in a reduction to the contractor's invoice for all costs associated with the performance of a follow-up review. 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 detainee's 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 conditions 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 staffs 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 reviews 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:

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal: Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective corrective actions.

Unsatisfactory: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(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 reports 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 disagree with any findings, 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 reports 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 reports 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 Boards 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 that 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 files 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

E.7 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.8 Performance Evaluation Meetings

The contractor's representatives shall meet with the CORs 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 USMS's representative.

E.9 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 COR. 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 COR will certify that the services were satisfactorily performed and forward to the CO for coordination.

Section F - Deliveries or Performance

F.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

NUMBER	TITLE	DATE
52.242-15	Stop Work Order	(Aug 1989)
52.247-34	F.O.B. Destination	(Nov 1991)

F.2 Deliveries

In accordance with FAR 16.505(a) and FAR clause 52.216-18, services to be furnished under this contract shall be ordered by issuance of task orders by a warranted Contracting Officer.

F.3 Performance

For the purpose of this solicitation, the term “contract award” is defined as the date the Contracting Officer signs the Standard Form 33 or Optional Form 307.

Within 90 days of contract award, the contractor must be determined by the USMS to be in compliance with contract requirements and capable of assuming full responsibility for performance. This may occur earlier at the request of the contractor, but only if the USMS determines the contractor is capable of accepting detainees.

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

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

The anticipated periods of performance include:

Base Period (24 Months)

Program Year 1 – NTP through 12 months

Program Year 2 – 13 months through 24 months

Option Period No. 1 - (24 Months)

Program Year 1 – 25 through 36 months

Program Year 2 – 37 months through 48 months

Option Period No. 2 - (24 Months)

Program Year 1 – 49 through 60 months

Program Year 2 – 61 months through 72 months

Option Period No. 3 - (24 Months)

Program Year 1 – 73 through 84 months

Program Year 2 – 85 months through 96 months

Option Period No. 4 - (9 Months)

Program Year 1 – 97 through 105 months

The performance period of the contract shall be effective from the NTP through 24 months with the Government's unilateral right to exercise three (24 month) Option Periods and one (9 month) Option Period in accordance with the terms of this contract.

F.4 Place of Performance

In accordance with 18 USC 4013(2) (A) the United States Marshals Service is restricted to having a facility within the geographical location of the District in need.

“(2) In order to be eligible for a contract for the housing, care, and security of persons held in custody of the United States Marshals pursuant to Federal law and funding under subsection (a)(3), the private entity shall—

(A) be located in a district that has been designated as needing additional Federal detention facilities pursuant to paragraph (1);”

The USMS has determined that the Southern District of California has a need for private detention services.

The El Centro Service Processing Center (SPC) in El Centro, California, is located 220 miles south of Los Angeles, and only 13.5 miles from the US-Mexico border. The El Centro SPC, owned by the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), was previously utilized to house immigrant detainees who were in removal proceedings, and has bed capacity for 512 detainees, with an 18 bed Restrictive Housing Unit (RHU).

The Government-Owned facility address is as follows:

Property Owned by ICE
El Centro Service Processing Center
1115 N. Imperial Avenue
El Centro, CA 92243

The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and shall not endanger the health and safety of employees and the community.

F-5 Emergencies

In the event of unforeseen emergency circumstances such as natural disasters, acts of God, or any other major business interruptions, the Contractor shall immediately notify the COR or Contracting Officer.

F-6 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COR designated in Section G, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

Section G – Contract Administration Data

G.1 Roles and Responsibilities of Government Personnel

(a) Contracting Officer: The Contracting Officer has the overall and primary responsibility for the administration of this contract. Only the Contracting Officer has authority to enter into, administer, or terminate this contract on behalf of the Government. This includes modifying and deviating from the contract terms, conditions, requirements, specifications, and delivery schedules; making final decisions involving such matters as invoice payments or other consideration due to the Government for nonperformance or unsatisfactory performance, interpreting the contract, and resolving disputes; and, terminating the contract for default or convenience. The Contracting Officer also has authority to delegate certain responsibilities to an authorized Government representative.

(b) Contracting Officer's Representative (COR): The Contracting Officer will appoint individuals to act as authorized representatives in the monitoring and administration of this contract. This individual is designated in writing as a COR, with a copy provided to the Contractor. An individual designated as a COR is authorized to perform the following functions and those functions in accordance with COR appointment letter:

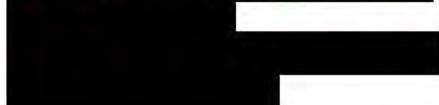
- (1) Coordinate the technical aspects of this contract and inspect all required services.
- (2) Certify, accept and reject invoices deemed improper for payment for the services and/or supplies rendered and allowed under the terms and conditions of this contract.

The COR is authorized to:

- (1) Act as liaison and to coordinate contractor/Government activities.
- (2) To accept or reject contract deliverables. Monitor the contractor's reports including the review, approval and acceptance of deliverable items/services and associated invoices. If acceptable, the COR shall approve invoices for payment. Final invoices/reports shall not be deemed accepted until signed by the COR.
- (3) Arrange for and coordinate the use of Government resources (personnel, space, documents, etc.)
- (4) Monitor the Contractor's performance of the technical requirements of the contract to ensure compliance.
- (5) Provide technical clarification and guidance in the performance of the contract.

G.2 Contracting Officer

(b) (6), (b) (7)(C), (b) (7)(F)

A large black rectangular redaction box covers the text in this section.

Mailing Address:

POD, CG-3 (b) (6), (b) (7)(C)
USMS Landover Operations Center
3601 Pennsy Drive
Landover, MD 20785

Phone Number: (b) (6), (b) (7)(C)

Email: (b) (6), (b) (7)(C), (b) (7)(F)

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

- Increase or decrease the contract amount;
- Direct or negotiate and changes;
- Modify or extend the period of performance;
- Authorize payment under this contract;
- Otherwise modify any terms or conditions of this contract.

G.3 USMS-0012 Contracting Officer's Representative (COR) (Aug 2017)

(To be Appointed At Time of Award)

(a) [Name] is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Phone Number:[Phone]

E-mail:[Email]

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

G.4 Technical Direction

(a) The COR may at times provide technical direction on contract performance.

Technical Direction includes:

- (1) Direction to the Contractor which will assist them in accomplishing the requirements of the contract.
 - (2) Comments on and approval of services.
- (b) Technical Direction does not include:
- (1) Additional work outside the scope of the contract.
 - (2) A change as defined by the “Changes” clause.
 - (3) Any action that would cause an increase or a decrease in contract pricing.
 - (4) Any action that would alter the period of performance.
 - (5) Changes any of the other expressed terms or conditions of the contract.
- (c) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer representative.
- (d) If, in the contractor's opinion, any instruction or direction by the contracting officer representative(s) falls within any of the categories defined in paragraph (b) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within three (3) days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:
- (1) Advise the contractor in writing as soon as practicable, but no later than 15 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the “Changes” clause of the contract.
 - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (e) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled “Disputes” in this contract.
- (f) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer representative, shall be at the contractor's risk.

G.5 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 shall be submitted to the COR at the address listed in Para G.4 (b) and must include:

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

G.6 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 request/invoice address below:

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

G-7 USMS-0001 Release of Residual Funds (\$100 or Less)

The Contractor is advised when submitting the final invoice under this contract to submit an information copy of the invoice to the Contracting Officer. The invoice must be marked "Information Copy – Final Invoice." If residual funds on the contract total \$100 or less, the Government will automatically deobligate the residual funds without further communication with the vendor. Upon receipt and payment of the final invoice, it is understood and agreed that all outstanding obligations incurred on the above referenced contract have been satisfied. Therefore, it is further understood and agreed that the Government shall not be liable for the payment of any future invoices that may be submitted under the above referenced contract. (Applies to all contracts)

G-8 USMS-0002 Release of Residual Funds (Greater Than \$100)

If funds greater than \$100 remain on this contract after the final invoice, the Government will issue a bilateral modification to authorize release of those funds. The Contractor's signature on the modification will constitute understanding and agreement that all outstanding obligations incurred on this contract have been satisfied. The Government shall not be held liable for the payment of any further invoices submitted under this contract. The Contractor will have up to 30 calendar days after issuance of the modification to sign and return it. Further, failure to sign and return the modification

within the stated time period shall be considered acceptance of the Government's intent to deobligate the residual funds, and releases the Government from any future liability stemming from or related to this contract. (Applies to all contracts)

G.9 USMS-0010 Contract Closeout Fixed-Price Contract

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within sixty (60) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be de-obligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to de-obligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within sixty (60) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for de-obligation of excess funds that were obligated in those respective periods of performance.

G.10 USMS-0011 Release of Claims

At the conclusion of the contract (or task order), the Contractor shall submit with the Final Invoice a release of claims against the United States arising out of the contract (or task order), other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer.

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. Within 15 days of contract award, the contractor shall submit a written request to the COR for conditional contractor employment approval.

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, and submitted no later 15-days after a vacancy occurs during performance.

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 USMS 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, Key Personnel, 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.

H.4 Prohibition Against Soliciting and Performing Personal Services

- (a) The performance of personal services under this contract is strictly prohibited.
- (b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR).
- (c) The Government and the Contractor understand and agree that the support services to be delivered under this contract are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's employees. It is therefore, in the interest of the Government to afford the parties a full and complete understanding of their respective obligations.
- (d) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
 - (2) Be placed in a Federal staff or policy making position.
 - (3) Be placed in a position of supervision, direction, or evaluation over USMS personnel, or personnel of other Contractors, or become a part of a government organization.
- (e) Employee Relationship
 - (1) The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government.
 - (2) Rules, regulations, direction, and requirements which are issued by USMS Management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.
 - (3) The Contractor shall immediately advise the Contracting Officer if the Contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(f) Contractor Management Responsibility

The Contractor shall appoint a supervisor/manager who will be the Contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COR may issue within the terms and conditions of the contract. All administrative support of Contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the Contractor. The Contractor will not be paid for performance of personal services.

H.5 Other Contract Restrictions

The Contractor, including its personnel, must not represent themselves as USMS employees nor must the Contractor, use, apply, or duplicate USMS badges, seal, logos, on any supply, including the company's stationary and business cards, equipment, materials, company gear or any other thing not mentioned herein.

H.6 Publicity

Publicity releases, including media interviews, in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.7 Notification of Adverse and Potential Adverse Claims Against Company

In addition to the disclosures required in FAR 52.209-5(b), which requires notification in the event the Contractor or any Principal is debarred, or is indicted or convicted of certain crimes, or is delinquent in payment of taxes, the Contractor shall also be required, during the term of the contract, to notify the USMS Contracting Officer of any potential claim or the commencement of any proceeding against the Contractor that could have a material adverse effect on the business of the Contractor or the Contractor's ability to perform under this contract. Notice shall be given in writing within ten days after the Contractor obtains knowledge of such potential claim or proceeding. Such claims and proceedings requiring notification shall include, but are not limited to, those under any applicable labor law, bankruptcy law, state and federal tax law, and for breach of contract, fraud, embezzlement, defalcation, intentional tort, or default on any financial obligation. Contractor shall also be required to give notice of any threatened cancellation of any required insurance policy. Notification of such claims and proceedings shall not be the sole basis for contract termination, but may be considered in determining responsibility of the Contractor.

H.8 DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.]

H.9 DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other

Emergency Continuing Contract Performance During a Pandemic Influenza or other National Emergency

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce.

Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

Encourage employees to get inoculations or follow other preventive measures as advised by the public health service. Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency. Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements. With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work. Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(End of Clause)

H.10 DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable

Information Security of Systems and Data, Including Personally Identifiable Data.

a. Systems Security

The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;

7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

(End of Clause)

H.11 DJAR-PGD-15-03 Security of Department Information and Systems

I. Applicability to Contractors and Subcontractors

This clause applies to all contractors and subcontractors, including cloud service providers (“CSPs”), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, “Contractor”) that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation (“FAR”), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

- A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.

- B. **Personally Identifiable Information** (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.
- C. **DOJ Information** means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.
- D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, "processing, storing, or trans- mitting") Information.
- E. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. Confidentiality and Non-disclosure of DOJ Information

- A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.
- B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.
- C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted

under the Contract and whether such information includes social security numbers (in whole or in part).

IV. Compliance with Information Technology Security Policies, Procedures and Requirements

- A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E- Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:
1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
 2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
 3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
 4. Maintaining authorizations to operate any Covered Information System;
 5. Performing continuous monitoring on all Covered Information Systems;
 6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
 7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
 8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
 9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor’s organization and the DOJ;

10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
 12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
 13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer (“CO”), and protecting the physical facilities and support infrastructure for such Information Systems;
 14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
 15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
 16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
 17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
 18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.
- B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate (“ATO”) for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)
- C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information

System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

- D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data re-views by DOJ or agents acting on behalf of DOJ, and such access shall be provided (b) (7)(E). Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.
- E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:
1. Media must be encrypted using a NIST FIPS 140-2 approved product;
 2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
 3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;
 4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
 5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
- F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.
- G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

- H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.
- I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.
- J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. Cloud Computing

- A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, The NIST Definition of Cloud Computing. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.
- B. Contractor may not utilize the Cloud system of any CSPO unless:
 - 1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
 - 2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

- C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

VI. Information System Security Breach or Incident

A. Definitions

1. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
2. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.
3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

- B. **Confirmed Breach.** Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (b) (7)(E) and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach (b) (7)(E) to the DOJ CO and the COR, unless Contractor has
 - (a) Completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and
 - (b) determined that there has been no Confirmed Breach.
2. If Contractor has not made a determination (b) (7)(E) of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR (b) (7)(E). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) (b) (7)(E) and contact the DOJ CO and COR as soon as practicable.

- D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.
- E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.
- F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.
- G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.
- H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.
- I. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information (“PII”) was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be co-ordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the this clause will be attributed to Contractor.

Section I - Contract Clauses

I.1 52.252-2 Solicitation 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 solicitation clause may be accessed electronically at this/these address: <https://www.acquisition.gov>

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses	
Clause No.	Title
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Oct 2015)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-7	System for Award Management (Oct 2018)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018)
52.204-13	System for Award Management Maintenance (Oct 2018)
52.204-14	Service Contract Reporting Requirements (Oct 2018)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)

52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.210-1	Market Research (Apr 2011)
52.215-2	Audit and Records - Negotiation (Oct 2010)
52.215-8	Order of Precedence - Uniform Contract Format (Oct 1997)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications (Oct 2010)
52.217-2	Cancellation Under Multiyear Contracts (Oct 1997)
52.219-8	Utilization of Small Business Concerns (Oct 2018)
52.219-9	Small Business Subcontracting Plan (Aug 2018)
52.219-16	Liquidated Damages - Subcontracting Plan (Jan 1999)
52.219-28	Post-Award Small Business Program Representation (Jul 2013)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (June 2003)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (May 2018)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Oct 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Feb 2016)

52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (Aug 2018)
52.222-50	Combating Trafficking in Persons (Jan 2019)
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52.232-23	Assignment of Claims (May 2014)
52.232-25	Prompt Payment (Jan 2017)
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52.233-1	Disputes (May 2014)
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52.243-1	Changes - Fixed-Price (Aug 1987) Alternate #1 (Apr 1984)
52.244-6	Subcontracts for Commercial Items (Aug 2019)
52.245-1	Government Property (Jan 2017)
52.245-9	Use and Charges (Apr 2012)
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52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 52.203-14 Display of Hotline Poster(s) (Oct 2015)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

Department of Justice (DOJ) - Office of the Inspector General (OIG)
Fraud Detection Office - Attn: Poster Request

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

Each request for posters must state the contract number and awarding component/bureau, provide a point of contact (with telephone number), mailing and/or Fed Ex address, and the quantity of posters requested. **Although Department of Homeland Security (DHS) posters are mentioned, always use the DOJ poster developed by our OIG.**

- (b) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (c) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

I.3 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

- (a) **Definitions.** As used in this clause--

“**Covered contractor information system**” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“**Federal contract information**” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“**Information**” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) **Other requirements.** This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.4 52.215-19 Notification of Ownership Changes (Oct 1997)

(a) 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.5 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date established by the notice to proceed

through a period not to exceed the last day of the base period as set forth herein, or the last day of an option period, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.6 52.216-19 Order Limitations (Oct 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than 1 day, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the estimated maximum jail days as specified herein;

(2) Any order for a combination of items in excess of the estimated maximum jail days as specified herein; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.7 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the base period or the last day of any exercised option period.

I.8 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 60 days prior to expiration of the Base Period, and all Option Periods.

I.9 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 **90 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **90 days** [60 days unless a different number of days is inserted] 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.10 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2019) (Deviation 2019-O0003)

Class Deviation 2019-O0003 (dtd 12/3/18)—Limitations on Subcontracting for Small Business. Effective immediately this deviation remains in effect until it is incorporated into the FAR and DFARS, or otherwise rescinded.

(a) **Definitions.** As used in this clause—

“**HUBZone small business concern**” means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; as is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole source award under the HUBZone Program.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

Offeror elects to waive the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) Agreement. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 75 percent subcontract amount that cannot be exceeded.

(f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (d) of this clause.

(g) **Notice.** The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

I.11 52.222-35 Equal Opportunity for Veterans (Oct 2015)

(a) **Definitions.** As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) **Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) **Subcontracts.** The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of

Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).

I.12 52.222-36 Equal Opportunity for Workers With Disabilities (Jul 2014)

(a) **Equal opportunity clause.** The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) **Subcontracts.** The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

I.13 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute 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.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Instructor	GS-11\$33.21
Secretary III	GS-6 \$20.19
Secretary IV	GS-7 \$22.44
Detention Officer	GS-7 \$22.44
Personnel Assistant II	GS-5 \$18.11
Personnel Assistant IV	GS-7 \$22.44
Nursing Assistant	GS-7 \$22.44
Librarian	GS-11 \$33.21
Paralegal/Legal Assistant	GS-11 \$33.21
Licensed Practical Nurse	GS-7 \$22.44

I.14 52.223-5 -- Pollution Prevention and Right-to-Know Information (May 2011)

(a) **Definitions.** As used in this clause—

“**Toxic chemical**” means a chemical or chemical category in listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

I.15 52.223-10 -- Waste Reduction Program (May 2011)

(a) **Definitions.** As used in this clause—

“**Recycling**” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“**Waste prevention**” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“**Waste reduction**” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

I.16 52.228-5 -- Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.17 52.232-18 Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government’s obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the

Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.18 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.19 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.20 52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.21 52.237-7 Indemnification and Medical Liability Insurance (Jan1997)

- (a) It is expressly agreed and understood that this is a non-personal services contract, as defined in Federal Acquisition Regulation (FAR) [37.101](#), under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts

or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: **\$1,000,000.00**.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

I.22 52.239-1 Privacy or Security Safeguards (Aug 1997)

a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.23 52.245-1 -- Government Property (Jan 2017)

(a) *Definitions.* As used in this clause

“**Cannibalize**” means to remove parts from Government property for use or for installation on other Government property.

“**Contractor-acquired property**” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“**Contractor inventory**” means

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“**Contractor's managerial personnel**” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“**Demilitarization**” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“**Discrepancies incident to shipment**” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“**Equipment**” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“**Government-furnished property**” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for

performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search:
- (2) Theft:
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“**Provide**” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“**Real property**” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“**Sensitive property**” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“**Unit acquisition cost**” means—

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) **Withdraw authority to use property.**

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) **Acquisition of Property.** The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) **Receipt of Government Property.** The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) **Government-furnished property.** The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) **Contractor-acquired property.** The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) **Records of Government property.** The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition) and other data elements as necessary and required in accordance with the terms and conditions of the contract.
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) **Physical inventory.** The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) **Subcontractor control.**

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) **Reports.** The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property related reports as directed by the Contracting Officer.

(vii) **Relief of stewardship responsibility and liability.** The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under paragraph (f)(1)(iii)(A) of this clause.

(3) Quantity.

- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

- (1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;
- (2) Property Administrator grants relief of responsibility and liability for loss of Government property;
- (3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) **Utilizing Government property.**

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) **Maintenance.** The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The

Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) **Property closeout.** The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) **Equitable adjustment.** Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428.

(j) **Contractor inventory disposal.** Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) **Predisposal requirements.**

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property

(material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional; information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by “lot” along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Post submission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) **Disposal proceeds.** As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) **Subcontractor inventory disposal schedules.** The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.24 52.245-2 -- Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract.

The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

(SEE ATTACHMENT 12

I.25 52.245-9 -- Use and Charges (Apr 2012)

(a) **Definitions.** Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“**Rental period**” means the calendar period during which Government property is made available for nongovernmental purposes.

“**Rental time**” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) **Use of Government property.** The Contractor may use the Government property without charge in the performance of—

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract.

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) **Rental.** If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except

material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor's right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.—

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to

the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) **Alternative methodology.** The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) **Use revocation.** At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) **Unauthorized use.** The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

I.26 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 Justice Acquisition Regulation (48 CFR 2801) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.27 USMS-0007 Federal Workplace Responses to Domestic Violence, Sexual Assault and Stalking (Dec 2014)

(a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking.** It is the Department’s policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public

viewing at

<http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domestic-violence-sexual-assault-stalking.pdf>.

Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

- (b) Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking – United States Marshals Service - (b) (6), (b) (7)(C), (b) (7)(F)

Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

I.28 USMS-0009 Non-Disclosure and Confidentiality Agreement

Non-Disclosure and Confidentiality Agreement

This Non-Disclosure/Confidentiality Agreement is a standard agreement designed for use by _____ and its employees and subcontractors assigned to work as a/an _____ for the Department of Justice, United States Marshals Service (USMS), under _____.

The use of this agreement is designed to protect non-public information from disclosure and to prevent violations of federal statutes and regulations.

The contract and the employees working on the contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4705, 41 U.S.C. 4712, and FAR 3.908.

During your assignment, you agree to:

1. Use only for Government purposes any and all confidential business, procurement, and/or other sensitive information to which you are given direct or indirect access.
2. Not to disclose non-public information by any means (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except to a Contracting Officer's Representative (COR), Contracting Officer (CO), or other U.S. Government official with a need to know. All distribution of information will be controlled by the CO.
 - a. The signatory will not disclose any classified information received in the course of such intelligence or intelligence-related activity unless specifically authorized to do so by the United States Government; and

- b. This NDA does not bar disclosures to Congress. Or to an authorized office of an executive agency or the Department of Justice, which are essential to report a substantial violation of law.
3. Except as necessary in the performance of your work assignment, you will not, without the written approval of the COR, CO or USMS Manager:
 - a. Disseminate any oral, written or electronic information which constitutes non- public information covered under this Agreement, and that is obtained as a result of the accomplishment of work performed under the aforementioned contract/task order; or
 - b. Remove any documents or electronic media containing non-public information under this Agreement from the place of your work assignment.
 - c. Non-public information, as used herein, includes trade secrets, confidential or proprietary business information as defined under the Freedom of Information Act, 5 U.S.C. 552, procurement and any other proprietary information in any form, whether drawings, designs, schedules, plans, studies, software, prototypes, samples, or formulas, whether by verbal, electronic or written communication.
4. Not to use no-public information for any non-governmental purpose including but not limited to: the preparation of bids and proposals, or the development or execution of other business or commercial venture.
5. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights or liabilities created by existing statues or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into the agreement and are controlling.

By signing this agreement, you agree that:

1. You have been advised that all data covered by this Agreement that is furnished by the Government, including any copies, notes or working papers derived or produced therefrom, are the property of the Government.
2. You understand that any unexcused failure to surrender such materials promptly, or improper conversion of such materials for use not called for by your work assignment (e.g., delivery of a document, or a copy thereof, or notes containing information taken from the document, to someone not authorized by the Government to receive such information), may be in violation of 18 U.S.C. 461 (theft of Government property).
3. In accordance with the aforementioned contract/task order provisions, this

Agreement may be formally modified or changed by the Government in those instances in which the courts (e.g., civil investigative demands), or specific circumstances dictate such a modification or change. You will be afforded an opportunity to review and concur with such changes.

4. You further acknowledge that you understand the provisions of the sections above and will continue to comply with the provisions herein even after your work assignment is completed. Additionally, you understand that you may be required to disclose the information subject to this agreement pursuant to the provisions of a valid court order.

It is understood that this Non-Disclosure/ Confidentiality Agreement is used to ensure that Contractors and contractor's employees are aware of and commit to comply with the confidentiality requirements described above.

AGREED:

Name (Print)

Name (Signature)

Date

Title

Company

Section J – List of Attachments

Part III - List of Documents, Exhibits, and Other Attachments		
Attachment #	Title	Number of Pages
1	Performance Summary Requirement	2
2	Pricing Instructions for Transportation, Escort and Remote Detention Officer Services Detention Services Requirement Southern District of California	1
3	DOL- Wage Determination 2015-5607 Rev 9	18
4	Standard Operating Procedures for Contractor Background Investigation Contractor and USMS Contracting Officers Representative	3
5	Guidelines of Acceptability for USMS Private Detention Services	5
6	Scope and Coverage of a Periodic Reinvestigation	1
7	Contractor Business Qualifications	3
8	Small Business Subcontracting Plan	7
9	Question Summittal Form	1
10	Intent to Propose	1
11	Detention Services Operating Estimate	2
12	Government Furnished Property	14
13	Pricing Schedule	7
Total Pages		65

**USMS
El Centro California
512 Beds**

STAFFING PLAN (Compliant, Alternative #1 OR Alternative #2)

Wage Determination 2015-5607 Rev #9 8/2/19 Imperial County

Executive Office

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
KEY PERSONNEL IN BLUE						
ESSENTIAL PERSONNEL IN GREEN						
Facility Administrator	(b) (7)(E), (b) (4)					
HR Manager						
Training Administrator						
Fire & Safety Manager						
Compliance / ACA Administrator						
Grievance Coordinator						
STG / Intelligence Coordinator						
PREA Coordinator						
Executive Secretary (01313-Secretary III)						
Sub Total						

Business / Support

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Business Manager	(b) (7)(E), (b) (4)					
Bookkeeper-Accounting Clerk II-01012						
Computer Support Technician-14160						
Detainee Accounts Clerk-Acct Clerk I-01011						
Warehouse Clerk-General Clerk I-01111						
Payroll Clerk-General Clerk III-01113						
Mailroom Clerk-General Clerk I-01111						
Janitor-11150						
Laundry Technician-16250						
Contract Commissary Manager						
Contract Commissary Clerk						
Sub Total						

**USMS
El Centro California
512 Beds**

STAFFING PLAN (Compliant, Alternative #1 OR Alternative #2)

Food Service

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Food Service Manager	(b) (7)(E), (b) (4)					
Food Service Officer						
Food Service Clerk-Gen Clerk I-01111						
Sub-Total						

Health Care

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Health Services Administrator	(b) (7)(E), (b) (4)					
NP/PA						
Registered Nurse-12312						
Licensed Practical Nurse-12073						
Licensed Practical Nurse Q/A/CID-12073						
Medical Records Clerk-12160						
Mental Health Worker						
Substance Abuse Counselor						
Contract Medical Staff						
Psychiatrist						
X-Ray Technician						
Physician						
Dentist						
Dental Assistant						
Sub Total						

**USMS
El Centro California
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STAFFING PLAN (Compliant, Alternative #1 OR Alternative #2)

Programs

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Chief of Unit Management Detainee Systems/Records Office Manager Chaplain Case Manager Library Technician-13058 Records Clerk-Acct Clerk I-01011 Barber JDIS Clerk Gen. Clerk III 01113 (NEW) Recreation Specialist-28515	(b) (7)(E), (b) (4)					
Sub Total						

Security Supervisors

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
AFA Security Chief of Security - Captain Shift Supervisor/Lieutenant Transportation Supervisor/Coordinator Intake Sergeant Tool Control/Armory/Keys Sergeant Assistant Shift Supervisor/Sergeant (Conformed) Security Clerk-General Clerk I-01111	(b) (7)(E), (b) (4)					
Sub-Total						

USMS
El Centro California
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STAFFING PLAN (Compliant, Alternative #1 OR Alternative #2)

Detention Officers

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

- Control Room Officer
- Perimeter Patrol
- Alpha North
- Alpha South
- Bravo East
- Bravo West
- Mike Dorm
- Nancy Dorm
- Kilo Dorm
- Lima Dorm
- RHU
- Escort / Utility / Break
- Lobby
- Intake / Release
- Recreation
- Transportation Officers
- Transportation Medical Escort Officers
- Medical
- Laundry
- Warehouse / Property
- Visitation

(b) (7)(E), (b) (4)

Sub-Total

SUMMARY *

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

- Executive Office
- Business / Support
- Maintenance
- Health Care
- Programs
- Food Service
- Security Supervisors
- Detention Officers

(b) (7)(E), (b) (4)

TOTAL STAFF