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Section B - Supplies or Services and Prices/Costs

### SCHEDULE OF SUPPLIES/SERVICES

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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
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<td>0001</td>
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<td><strong>Option Period</strong></td>
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Section C - Description/Specifications/Statement of Work

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Section E - Inspection and Acceptance

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Section F - Deliveries and Performance

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This Section Is Intentionally Left Blank
Section H - Special Contract Requirements

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Section J - List of Attachments

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<tr>
<th>Identifier</th>
<th>Title</th>
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<tr>
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<td>MIQ M-17-D98-R-000036 WRDF RECOMPETE.pdf</td>
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</tbody>
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Section K - Representations, Certifications and Other Statements of Offerors

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Section L - Instructions, Conditions and Notices to Offerors

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B.1 Services and Prices

(a) Non-Personal Services

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a contractor-owned/contractor-operated detention facility for federal detainees as defined in this 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 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 four (4) 24 month Options Periods. Potentially, the contract could be for a ten year period.

(b) Pricing Instructions

For purposes of this solicitation, the offerer must submit an offer for the total 24 month Base Period (2-year) requirement and each of the four (4) 24 month Option Periods (2-year). The prices will be for providing all services as required by the solicitation.

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

Accordingly, Program Year 2, of the Base Period will be subject to cancellation in the event funds are not available. The cancellation ceiling for Program Year 2 of the Base Period is as follows:

Program Year 2 (Base Period) - 30% of the Total Base Period Price

Additionally, Program Year 2, of each Option Period will be subject to cancellation in the event funds are not available. The cancellation ceiling for Program Year 2 of each Option Period is as follows:

Program Year 2 (Option Period) - 20% of the Total Option Period Price

Any cancellation and related contractor claim for costs will be handled in accordance with contract clause at 52.217-2, CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997) (See Section I of the solicitation) and the cancellation ceilings set forth above.
Commissary/Canteen/Telephone Activities

The operating budget and salaries for Commissary/Canteen/Telephone Activities shall not be included in the provided pricing.

In accordance with Section C.8.G.10, the Contractor shall operate a Commissary, Canteen, or Telephone System Activities from which detainees can purchase approved items that are not furnished by the facility.

Funds from these operations shall be used to fund only the number of Commissary, Canteen, and Telephone System positions authorized in the approved Staffing Plan and shall not be included in the provided CLIN pricing. These activities shall be self-sufficient.

At no time may funds be expended for the regular salary of any positions exceeding the number of staff approved in the Staffing Plan.

Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014).

The offerer certifies that the prices in this offer do not include any allowance for any contingency to cover increased costs for which adjustment is provided under the clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (May 2014)(Located Section I).

The offerer certifies that the prices in this offer do not include the salaries for Commissary/Canteen/Telephone Activity positions. These positions are subject to clause 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts)(May 2014)(Located Section I) and shall not be included on any subsequent pricing adjustments. Pricing adjustments for these positions shall be approved by the Contracting Officer and accounted for in the operating budget of that operation.

(c) Pricing Schedule

For purposes of price evaluation and according to the above instructions, the offerer must enter the proposed prices on the Pricing Schedules as provided below:

1. **Contract Line Item No. 0001 – Detainee Housing**

   **24-Month Base Period**

   a. **Fixed Price Monthly Operating Price**: The offeror shall submit a fixed price Monthly Operating Price (MOP) for all services specified hereinfor an average daily population of 450 detainees.

   b. **Fixed Incremental Unit Price**: Offeror must submit a Fixed Incremental Unit Price (FIUP) which will apply for all detainees housed between 451 and 725.
Each 24-Month Option Period

c. **Fixed Price Monthly Operating Price**: The offeror shall submit a fixed price MOP for all services specified herein for an average daily population of 450 detainees.

d. **Fixed Incremental Unit Price (FIUP)**: Offeror must submit a FIUP which will apply for all detainees housed between 451 and 725.

**Contract Line Item No. 0001 – Fixed Monthly Operating Price and Fixed Incremental Unit Price**

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Fixed Monthly Operating Price</th>
<th>Fixed Incremental Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period (24 Months)</td>
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<td></td>
</tr>
<tr>
<td>Option Period #1 (24 Months)</td>
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<td></td>
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<tr>
<td>Option Period #2 (24 Months)</td>
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<td></td>
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<tr>
<td>Option Period #3 (24 Months)</td>
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<tr>
<td>Option Period #4 (24 Months)</td>
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</table>

**Contract Line Item No. 0002 – Detainee Transportation and Remote Detention Officer Services**

Offeror shall provide pricing in accordance with **Section J - Attachment #2**, Pricing Instructions for Transportation, Escort, and Remote Detention Officer Service Requirement for the District of Southern California.

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Estimated Hours</th>
<th>Hourly Rate</th>
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<tr>
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<td>Option Period #1 (24 Months)</td>
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<tr>
<td>Option Period #4 (24 Months)</td>
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*Note: The estimated hours provided are for evaluation purposes only and do not represent any guarantee on the Government's part to order the quantities listed. Quantities will vary according to the requirements of the U.S. Marshals Service.*
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.

(End of Section)
C.8.B.3 Medical, Mental Health and Dental Appraisals
C.8.B.4 Access to Health Care
C.8.B.5 Provision of Health Care
C.8.B.6 Incident Health Care

C.8.C Security and Control
  C.8.C.1 Correctional Supervision
  C.8.C.2 Detainee Accountability
  C.8.C.3 Control of Contraband
  C.8.C.4 Use of Force/Non-Routine Application of Restraints
  C.8.C.5 Weapons Control
  C.8.C.6 Keys, Tools and Medical Equipment Control
  C.8.C.7 Post Orders
  C.8.C.8 Detainee Discipline
  C.8.C.9 Restrictive Housing
  C.8.C.10 Detainee Transportation
    C.8.C.10.a Staffing
    C.8.C.10.b Weapons
    C.8.C.10.c Ammunition
    C.8.C.10.d Holsters
    C.8.C.10.e Restraint Equipment
    C.8.C.10.f Firearms Testing and Licensing
    C.8.C.10.g Hospital Admissions

C.8.D Food Service
  C.8.D.1 Food Service Administration
  C.8.D.2 Food Service Employee/Worker Health
  C.8.D.3 Food Storage and Preparation
  C.8.D.4 Equipment, Utensils and Linens
  C.8.D.5 Detainee Meals and Special Diets

C.8.F Safety and Sanitation
  C.8.F.1 Fire Safety and Chemical Control
  C.8.F.2 Sanitation and Environmental Control
  C.8.F.3 Clothing and Bedding
  C.8.F.4 Detainee Hygiene
  C.8.F.5 Emergency Power and Communication

C.8.G Services and Programs
  C.8.G.1 Classification and Housing
  C.8.G.2 Access to the Courts and Legal Materials
  C.8.G.3 Mail
  C.8.G.4 Telephones
  C.8.G.5 Religious Programs
  C.8.G.6 Recreation
  C.8.G.7 Visitation
C.8.G.8 Work Programs
C.8.G.9 Grievance Program
C.8.G.10 Commissary

C.8.K PREA

C.9 Facility Physical Plant Requirements

C.10 Data and Property Rights:
C.1 Definitions/Acronyms


ALDF: Performance-Based Standards for Adult Local Detention Facilities

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

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

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

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

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

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

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

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

CONTRACTING OFFICER'S 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 institution's orderly and secure operation.

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

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

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

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

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

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

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

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

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

FPBDS: Federal Performance Based Detention Standards

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

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

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

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

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

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

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

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

JPATS: Justice Prisoner and Alien Transportation System — Transporting/transferring Federal Prisoner and Detainees(60,618),(994,640)

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

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

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

ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COR. Duties shall include escorting and maintaining custody of detainees 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 detainees of the facility in accordance with guidance from the Health Authority.

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

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

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

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

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

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

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

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

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

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

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

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

WEAPONS: This includes but is not limited to [redacted].
This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for the housing of federal detainees. 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 (DHS), to house detainees at the facility.

In order to use the facility, ICE and the BOP must receive prior written approval from the Contracting Officer. ICE and the BOP shall issue the delivery orders against the contract with copies provided to the USMS COR and USMS Contracting Officer (CO) after receiving USMS COR approval. Once the approval is received the contractor shall provide housing space for ICE and BOP’s detainees. The contractor shall bill ICE and the BOP directly with copies to the 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 detainees to other facilities.

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

The Facility shall have the capability to accommodate at least 725 prisoners at a single site. The facility shall be located within United States Marshals Service, Southern District of California. The facility’s detainee 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 facility shall have 5 sound proof video conferencing stations to facilitate confidential communication with the Federal Courts, U.S. Probation Office, and the Federal Public Defenders Office.

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

The initial acceptance of detainees into the facility shall be in accordance with an agreed upon plan to incrementally phase-in the detainee population. Approval for each initial increment of detainees to be admitted into the facility shall be obtained from the 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 COR. Whether required by this PWS, elsewhere in this contract, or within the Contractor's proposal, the Contractor shall adhere to all plans requested and incorporated in the resulting contract. The Contractor does not have a right of refusal and shall take all referrals from the USMS. The Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all the costs associated with and incurred as part of providing the services outlined in this contract.

C.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.

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

Unless 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 (ALDF), 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 procedure. In these instances, the PWS identifies and provides direction for the enhanced
requirements. In cases where other standards conflict with USMS’ Policy or Standards, USMS’ Policy and Standards shall prevail.

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

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

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

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

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

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Contractor litigation.
Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file. The Contractor shall notify the 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 sub-contractor related to a USMS' matter.

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.
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 non-compliance, 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 Perform 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, Prisoners/Detainee housing units and the centralized visiting area. The Contractor 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 REQUIRED SERVICES

C.8.A ADMINISTRATION AND MANAGEMENT


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

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 Detainee Property: The contractor shall control detainee property in compliance with FPBDS Section A.5, and USMS Policy Directive 9.20, Cellblock Operations which identifies allowable detainee property: Detainees 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 detainee’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 detainee’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 detainee funds and property upon release from the facility or transfer to another facility, or when a detainee requests a funds transfer to an outside source. The Contractor shall ensure that all funds of detainees, 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_011_CN-1.pdf

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

C.8.A.6 Detainee Transfers and Releases: The contractor shall transfer and release detainees in accordance with FPBDS Section A.6. The Contractor shall prepare a [BLANK] to accompany all detainees transferring out of the institution.

C.8.A.7 Detainees with Disabilities: The contractor shall accommodate detainees with disabilities in compliance with FPBDS Section A.7.

C.8.A.8 Discrimination Prevention: The contractor comply with FPBDS Section A.8

C.8.A.9 Staffing: Staffing procedures shall comply with FPBDS Section A.9 and relevant USMS Policy requirements.

C.8.A.9.1 Employment Procedures:

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

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 # ) and the Guidelines of Acceptability for USMS Contract Jails, (Section J - Attachment # ) 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:
1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting Act (DOJ 555 Disclosure and Authorization Form).
2. Coordinate with the assigned USMS 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.
3. Conduct a pre-employment interview.
4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
5. Certify the applicant has met residency requirements (See below - Other Requirements)
6. Perform a local law enforcement agency check for the past five years as part of Limited Background Investigation (LBI) or equivalent background investigation
8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P “Questionnaire for Public Trust Positions”.
9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S) if they will occupy an armed position.
10. Voucher the applicant’s employment record for the past five years.

The determination for employment suitability must be made using the USMS’ current Guidelines of Acceptability (Section J - Attachment # ). 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:

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

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

Notify USMS COR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.
Contractor responsibilities subsequent to EOD date:

Receipt and review of the background investigation.

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

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 # 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.9.1.a 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:

A. Details and circumstances of the applicant’s behavior that is outside the Guidelines;

B. Reason(s) why the applicant should receive further consideration; and;
C. Availability of other suitable applicants.

C.8.A.9.1.b 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.

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.9.2 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.9.3 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.

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

2) The contractor shall staff three (3) key personnel positions. They are the Warden, Associate Warden, and Transportation Supervisor/Coordinator.

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.9.4 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, Religious Services
Housing Unit Manager
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.

The 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; detainee threats domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share intelligence information with the USMS.

C.8.A.9.5 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 Detainee Information System (JDIS).

- Updating prisoner statuses in the JDIS system to reflect their phase in the designation process;

- Generating [2] (7)(E) and other entries as deemed necessary by the USMS.

- Processing designations received by and submitting requests for [2] (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 a 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.9.A.9.6 Staff Vacancies**

The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the Contracting Officer (CO) for approval prior to implementation.

Staffing levels shall not fall below a monthly average [2] (7)(E) for Detention Security Services, [2] (7)(E) for Medical Services and [2] (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.
Each month, the contractor shall submit to the CO the current average monthly vacancy rate, by department, and indicate any individual positions that have been vacant more than 30 days. Individual vacancies of 120 days or greater will be deducted by the contractor from the monthly invoice. The contractor 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. Vacancy self-deductions shall be itemized on the monthly invoice.

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.9.7 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.9.1.

- 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/Detainees under the terms of this contract.

C.8.A.9.8 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/Detainees under the terms of this contract.

C.8.A.9.9 Translators and Bilingual Staffing: When the detainee 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 detainees who do not speak or comprehend the English language is the contractor. Other than emergency situations, federal Prisoners/Detainees shall not be used for translation services.

C.8.A.10 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 institution’s sexual abuse/assault prevention and intervention programs. Written policy, procedure and practice shall provide that all staff, to include volunteers, receive such training prior to entering on duty (EOD) and on an annual basis as part of the institution’s in-service training plan.

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

The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations. The training plan should be submitted at time of proposal. Any change to the Contractor’s training plan is required to be submitted in writing to the COR for review and approval prior to implementation.

C.8.A.11 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 an institution 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 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.12 External Agency Notifications

The contractor shall notify the USMS of incidents in accordance with FPBDS Section A.12.

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 within 24-hours of the incident. At minimum written reports of an
incident shall include the information equal to what is required by the [D](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' detainee 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 [D](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 detainees 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.

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 OIMS. The Contractor shall utilize USMS established managed care
provider networks where available. Where none are available, the Contractor will coordinate in
advance with OIMS before establishing any local care arrangements. Where necessary, the
Contractor shall establish arrangements with local health care providers to provide emergency
medical care and medically necessary health care provided outside the facility. The contractor shall
notify all outside medical care providers in advance that the rate of reimbursement for USMS’
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 detainees will be directed to
ICE or the BOP for review and payment.

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

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 detainees in accordance with FPBDS Section B.2. TB testing shall be documented on a daily basis. 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 detainees in accordance with FPBDS Section B.3.

C.8.B.4 Access to Health Care: The Contractor shall ensure detainees have access to health care services in accordance with FPBDS Section B.4.

C.8.B.5 Provision of Health Care: Detainee 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 detainee 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.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 Detainee Accountability: The Contractor shall maintain accountability of detainees 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 SOO Section C.8.A.12, the contract shall provide the USMS COR of the results of incident review required by FPBDS C.4.

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 (e.g., 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 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 Detainee Discipline: The detainee 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 Detainee Transportation: The contractor shall be required to provide armed guards and transportation services as required by the United States Marshals Service (USMS), to transport detainees to and from courthouse, hospitals, medical visits/appointments, detention facilities, JPATS sites (Section J – Attachment #), and provide perimeter security.

These services shall be provided in compliance with FPBDS Section C.10, Detainee 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)
- (b) (7)(E)
- (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:
- (b) (7)(E)
- (b) (7)(E)
C.8.C.10.e  **Restraint Equipment:**

Restraint equipment shall comply National Institute of Justice (NIJ) standards.

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 original 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] form 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 detainee admission to the hospital facility. The detainee 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 detainee is admitted to a hospital Transportation Officers will record all activities occurring during the shift relative to a specific detainee/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.

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. Detainee 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 reporting workers.

C.8.D.3 Food Storage and Preparation: The Contractor shall comply with FPBDS Section D.3.


C.8.D.5 Detainee Meals and Special Diets: The Contractor shall comply with FPBDS Section D.5.

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

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

The 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) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC), should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. 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 Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 U.S.C. 4321.

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

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

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

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

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 "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless
of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party. If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

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 Detainee 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 detainees committed to the custody of the Attorney General under a Detention Order for confinement in a corrections facility 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 then the attorney visitation procedures identified in BOP Program Statement 1315.07, Legal Activities, Inmate. With the exception of BOP polices, the Contractor shall maintain a law library with sufficient capacity to accommodate access by the detainee 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.


If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee's telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state and local telephone regulations. Any income received by the contractor as a result of 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 detainee telephone system provider(s). The contractor shall retain copies of all documentation in support of any agreement that the contractor has regarding income, refunds, rebates and other monetary or non-monetary reimbursements involving the detainee’s telephone system. The contractor shall also provide copies of all invoices and other documentation of expenses incurred and incomes received in regards to the detainee’s telephone system with its monthly request for contract payment and apply the credit against the monthly payment.

C.8.G.5 Religious Programs: 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 Prisoners/Detainee. 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 Prisoners/Detainees to view and/or listen in private, using Compact Disk format (CD) of legal discovery while maintaining institutional security.

C.8.G.8 Work Programs: The Contractor shall comply with FPBDS Section G.8.

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

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

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 detainees can purchase approved items that are not furnished by the facility. Allowable USMS detainee property is limited to the items identified in Section C.8.A.5; therefore commissary sales shall include a notification to the detainee of the requirement to dispose of the commissary items prior to 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 detainees, but to provide benefit or the opportunity to benefit all detainees. 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 detainee population shall be made after approval of the COR or CO. The accumulated excess commissary revenues will be applied to the final contract invoice payment.

C.8.K **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.


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, without prior approval of the Contracting Officer and the District’s Chief Deputy U.S. Marshal.*

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

The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.
ADA Compliance: New construction shall comply with the 2010 ADA Standards for Accessible Design. A minimum of 3%, but no fewer 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 fewer than one, of the total number of cells being altered until at least 3%, but no fewer 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

(i) Is located within the same prison site;
(ii) Is integrated with other cells to the maximum extent feasible;
(iii) Has, at a minimum, equal physical access as the altered cells to areas used by inmates or detainees for visitation, dining, recreation, educational programs, medical services, work programs, religious services, and participation in other programs that the facility offers to inmates or detainees.

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

NOT USED
SECTION E
INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

(g) 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)

(h) 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.2 CONTRACTOR QUALITY CONTROL PLAN

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

E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

(a) The 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.4 CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES

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

E.5 FACILITY REVIEW (YEARLY)

The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews will be done on 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 detainees’ lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the Review Team Coordinator confirms the 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 staff’s failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an At-Risk performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

(f) Cancellation of Reviews due to unforeseen circumstances scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The Review Team Coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original 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.
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.

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

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 accordance with government regulations.

E.6 INSPECTION BY REGULATORY AGENCIES

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

E.7 PERFORMANCE EVALUATION MEETINGS

The contractor's representatives shall meet with the 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.8 INSPECTION AND RECEIVING REPORT

(a) The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the 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/

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<td>52.242-15</td>
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F.2 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 - (24 Months)

Program Year 1 – 97 through 108 months
Program Year 2 – 109 months through 120 months

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

**USMS-0010 Contract Closeout Fixed-Priced 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.

**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 G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER:

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

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

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

(a) The [name redacted] United States Marshals Service, District of Southern California will be designated to act as the COR for this requirement (Subject to Change).

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

(c) The COR does not have the authority to alter the contractor's obligations under the contract, enter into technical discussions to alter/change contractual obligations or the Scope of Work, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. Only the Contracting Officer shall issue such changes.

G.3 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 and 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.

(f) 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.

(g) 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.4 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 TransferCentral Contractor Registration.

G.4 BILLING PROCEDURE

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

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

(End of Section)
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.

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 date of award through Option Period 4.

(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.

(End of Clause)

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 Program Year 2 Option Period 4.

(End of Clause)
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

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

(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

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.

(c) 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.
(d) 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.

(End of clause)

I.3 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).

(End of clause)

I.4 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to expiration of the Base Period, and all Option Periods.

(End of clause)
1.5 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 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.

(End of clause)

1.6 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(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 offerers 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) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for—

   (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

   (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

   (3) General construction.
(i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor’s employees;
(ii) At least 50 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor’s employees or on a combination of the prime contractor’s employees and employees of HUBZone small business concern subcontractors;
(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors.
(i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor’s employees;
(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor’s employees or on a combination of the prime contractor’s employees and employees of HUBZone small business concern subcontractors;
(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) 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 percentage of work requirements.

(f)(1) When the total value of the contract exceeds $25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.
(2) When the total value of the contract is equal to or less than $25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(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.
1.7 52.222-42 Statement of Equivalent Rates for Federal Hires

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.

<table>
<thead>
<tr>
<th>Employee Class</th>
<th>Monetary and Fringe Benefits</th>
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<tr>
<td>Warehouse Specialist</td>
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<td>Chief Cook/Steward</td>
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<td>Instructor</td>
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<td>Secretary IV</td>
<td>GS-7 $18.59</td>
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<td>Secretary III</td>
<td>GS-6 $16.73</td>
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<td>Detention Officer</td>
<td>GS-7 $18.59</td>
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<td>Personnel Assistant IV</td>
<td>GS-7 $18.59</td>
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<td>Personnel Assistant II</td>
<td>GS-5 $15.00</td>
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<tr>
<td>Nursing Assistant</td>
<td>GS-7 $18.59</td>
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<tr>
<td>Carpenter, Maintenance</td>
<td>WS-8 $21.20</td>
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<tr>
<td>Automotive Worker</td>
<td>WS-8 $21.20</td>
</tr>
<tr>
<td>Librarian</td>
<td>GS-11 $27.51</td>
</tr>
<tr>
<td>Paralegal/Legal Assistant</td>
<td>GS-11 $27.51</td>
</tr>
<tr>
<td>Stationary Engineer</td>
<td>WS-8 $21.20</td>
</tr>
<tr>
<td>Licensed Practical Nurse</td>
<td>GS-7 $18.59</td>
</tr>
</tbody>
</table>

(End of Clause)

1.8 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.

(End of clause)
Section I

1.9 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.

(End of clause)
I.10  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.

(e) Department of Justice (DOJ) Order 2640.2F prohibits the use of non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or assisting in the development, operation, management, or maintenance of any DOJ Information Technology System. By signing this contract or by beginning performance, the contractor agrees to this restriction.

(End of Clause)

I.11  USMS-0005  Representative Regarding Felony Conviction under Any Federal law or Unpaid Delinquent Tax Liability (Deviation 2012-02) (Jan 2012)

(a) In accordance with sections 543 and 544 of Title V, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), none of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation --

(1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that --

(1) The offeror is not a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months; and

(2) The offeror is not a corporation that has any unpaid Federal tax liability that has
been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of Clause)

I.12  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/oww/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) 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.

(End of Clause)

I.13  USMS-P0D0001 Continuing Performance During a Pandemic Influenza or National Emergency (Feb 2017)

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.

• 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 contractor's 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.

The Department does reserve the right in such emergency situations to use Federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations

(End of Clause)

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### Part III - List of Documents, Exhibits, and Other Attachments

#### Section J - List of Attachments

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Performance Summary Requirement  
(FAR Subpart 37.6—Performance-Based Acquisition)

This Performance Summary Requirement (PSR) serves to communicate what the Government intends to qualitatively inspect. The matrix identifies:

A. Each service requirement essential to successful performance of each order requirement;
B. Define the minimum performance rating acceptable for each order requirement; and
C. Specify the maximum percentage of total order value attributable to each order requirement.

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### Security and Control

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<td>C.4</td>
<td>Use of Force/Non-Routine Application of Restraints</td>
</tr>
<tr>
<td>C.5</td>
<td>Weapons</td>
</tr>
<tr>
<td>C.6</td>
<td>Keys, Tools &amp; Medical Instruments</td>
</tr>
<tr>
<td>C.7</td>
<td>Post Orders</td>
</tr>
<tr>
<td>C.8</td>
<td>Detainee Discipline</td>
</tr>
<tr>
<td>C.9</td>
<td>Restrictive Housing Units</td>
</tr>
<tr>
<td>C.10</td>
<td>Detainee Transportation</td>
</tr>
</tbody>
</table>

**Food Service**

Value: 15%

Minimum Successful Performance Rating: Acceptable

<table>
<thead>
<tr>
<th>FPBDS Section</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.1</td>
<td>Food Service Administration</td>
</tr>
<tr>
<td>D.2</td>
<td>Food Service Employee/Worker Health</td>
</tr>
<tr>
<td>D.3</td>
<td>Food Storage and Preparation</td>
</tr>
<tr>
<td>D.4</td>
<td>Equipment, Utensils and Linens</td>
</tr>
<tr>
<td>D.5</td>
<td>Prisoner Meals &amp; Special Diets</td>
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**Safety and Sanitation**

Value: 15%

Minimum Successful Performance Rating: Acceptable

<table>
<thead>
<tr>
<th>FPBDS Section</th>
<th>Standard</th>
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</thead>
<tbody>
<tr>
<td>F.1</td>
<td>Fire Safety &amp; Chemical Control</td>
</tr>
<tr>
<td>F.2</td>
<td>Sanitation &amp; Environmental Control</td>
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<tr>
<td>F.3</td>
<td>Clothing and Bedding</td>
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<tr>
<td>F.4</td>
<td>Prisoner Hygiene</td>
</tr>
<tr>
<td>F.5</td>
<td>Facility Physical Plant</td>
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</table>

**Services and Programs**

Value: 10%

Minimum Successful Performance Rating: Acceptable

<table>
<thead>
<tr>
<th>FPBDS Section</th>
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<tbody>
<tr>
<td>G.1</td>
<td>Classification and Housing</td>
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<tr>
<td>G.2</td>
<td>Access to the Courts and Legal Materials</td>
</tr>
<tr>
<td>G.3</td>
<td>Mail</td>
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<td>G.4</td>
<td>Telephones</td>
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<td>G.5</td>
<td>Religious Programs</td>
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<td>G.6</td>
<td>Recreation</td>
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<td>G.7</td>
<td>Visitation</td>
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<td>G.8</td>
<td>Work Programs</td>
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<tr>
<td>G.9</td>
<td>Grievance Program</td>
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## Pricing Instructions for Transportation, Escort, and Remote Detention Officer Service Requirement
### District of Southern California

<table>
<thead>
<tr>
<th>Required Services</th>
<th>Frequency</th>
<th>Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Transportation and escort detention officers for federal prisoners/detainee housed at the facility transported to and from the U.S. Courthouse in San Diego, CA (CLIN 0001)</td>
<td>Monday through Friday - one movement in the morning, one movement in the afternoon</td>
<td>To be included in the fixed monthly operating price.</td>
</tr>
<tr>
<td>2. Transportation and escort detention officer services for federal prisoners housed at their facility to and from a medical facility for outpatient care (routine and emergency) (CLIN 0001)</td>
<td>As needed</td>
<td>To be included in the fixed monthly operating payment for up to 4 hours, hourly rate applies for time in excess of 4 hours.</td>
</tr>
<tr>
<td>3. Transportation and escort detention officer services for federal prisoners housed at their facility to and from the Justice Prisoner and Alien Transportation (JPATS) airlift site in Victorville, CA (CLIN 0002)</td>
<td>As Needed</td>
<td>Paid on a per-hour basis - plus GSA POV Mileage</td>
</tr>
<tr>
<td>4. Transportation and escort detention officers for federal prisoners/detainee housed at the facility transported other detention facilities within the District of Southern California (CLIN 0002)</td>
<td>As Needed</td>
<td>Paid on a per-hour basis - plus GSA POV Mileage</td>
</tr>
<tr>
<td>5. Stationary remote detention officer services for federal prisoners admitted to local medical care facilities (CLIN 0002)</td>
<td>As Needed</td>
<td>Paid on a per-hour basis - plus GSA POV Mileage</td>
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**Fringe Benefits Required Follow the Occupational Listing**

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<td>01013</td>
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<td>01020</td>
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<td>01035</td>
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<td>01041</td>
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<td>Dispatcher, Motor Vehicle</td>
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<td>01070</td>
<td>Document Preparation Clerk</td>
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<td>Duplicating Machine Operator</td>
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<td>01120</td>
<td>Housing Referral Assistant</td>
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<td>01141</td>
<td>Messenger Courier</td>
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<td>01191</td>
<td>Order Clerk I</td>
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<td>01261</td>
<td>Personnel Assistant (Employment) I</td>
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<td>01270</td>
<td>Production Control Clerk</td>
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<td>01290</td>
<td>Rental Clerk</td>
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<td>01300</td>
<td>Scheduler, Maintenance</td>
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<tr>
<td>01311</td>
<td>Secretary I</td>
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<td>17.28</td>
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<tr>
<td>01312</td>
<td>Secretary II</td>
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<td>18.08</td>
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<tr>
<td>01313</td>
<td>Secretary III</td>
<td></td>
<td>20.30</td>
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</tbody>
</table>
01320 - Service Order Dispatcher 17.60
01410 - Supply Technician 26.96
01420 - Survey Worker 19.16
01460 - Switchboard Operator/Receptionist 13.90
01531 - Travel Clerk I 13.51
01532 - Travel Clerk II 14.76
01533 - Travel Clerk III 16.21
01611 - Word Processor I 16.07
01612 - Word Processor II 18.04
01613 - Word Processor III 20.18

05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass 22.28
05010 - Automotive Electrician 22.37
05040 - Automotive Glass Installer 21.55
05070 - Automotive Worker 21.55
05110 - Mobile Equipment Servicer 19.83
05130 - Motor Equipment Metal Mechanic 23.16
05160 - Motor Equipment Metal Worker 21.55
05190 - Motor Vehicle Mechanic 22.75
05220 - Motor Vehicle Mechanic Helper 18.60
05250 - Motor Vehicle Upholstery Worker 20.75
05280 - Motor Vehicle Wrecker 21.55
05310 - Painter, Automotive 22.79
05340 - Radiator Repair Specialist 21.55
05370 - Tire Repairer 15.52
05400 - Transmission Repair Specialist 23.16

07000 - Food Preparation And Service Occupations
07010 - Baker 12.40
07041 - Cook I 13.55
07042 - Cook II 14.94
07070 - Dishwasher 9.46
07130 - Food Service Worker 10.31
07210 - Meat Cutter 15.71
07260 - Waiter/Waitress 9.71

09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter 19.94
09040 - Furniture Handler 14.32
09080 - Furniture Refinisher 19.94
09090 - Furniture Refinisher Helper 16.57
09110 - Furniture Repairer, Minor 18.49
09130 - Upholsterer 19.94

11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles 12.96
11060 - Elevator Operator 12.96
11090 - Gardener 17.18
11122 - Housekeeping Aide 12.96
11150 - Janitor 12.96
11210 - Laborer, Grounds Maintenance 13.92
11240 - Maid or Houseman 10.38
11260 - Pruner 13.45
11270 - Tractor Operator 14.90
11330 - Trail Maintenance Worker 13.92
11360 - Window Cleaner 14.20

12000 - Health Occupations
12010 - Ambulance Driver 18.34
12011 - Breath Alcohol Technician 20.17
12012 - Certified Occupational Therapist Assistant 28.39
12015 - Certified Physical Therapist Assistant 30.29
12020 - Dental Assistant 18.56
12025 - Dental Hygienist 44.04
12030 - EKG Technician 29.06
12035 - Electroneurodiagnostic Technologist  29.06
12040 - Emergency Medical Technician  18.34
12071 - Licensed Practical Nurse I  19.49
12072 - Licensed Practical Nurse II  21.81
12073 - Licensed Practical Nurse III  24.31
12100 - Medical Assistant  15.81
12130 - Medical Laboratory Technician  20.88
12160 - Medical Record Clerk  16.36
12190 - Medical Record Technician  18.19
12195 - Medical Transcriptionist  21.13
12210 - Nuclear Medicine Technologist  37.29
12221 - Nursing Assistant I  10.83
12222 - Nursing Assistant II  12.17
12223 - Nursing Assistant III  13.28
12224 - Nursing Assistant IV  14.90
12235 - Optical Dispenser  21.24
12236 - Optical Technician  16.53
12250 - Pharmacy Technician  17.41
12280 - Phlebotomist  15.77
12305 - Radiologic Technologist  33.46
12311 - Registered Nurse I  29.75
12312 - Registered Nurse II  35.92
12313 - Registered Nurse II, Specialist  35.92
12314 - Registered Nurse III  42.67
12315 - Registered Nurse III, Anesthetist  42.67
12316 - Registered Nurse IV  51.14
12317 - Scheduler (Drug and Alcohol Testing)  24.55
12320 - Substance Abuse Treatment Counselor  18.62
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I  20.91
13012 - Exhibits Specialist II  25.91
13013 - Exhibits Specialist III  31.68
13041 - Illustrator I  21.12
13042 - Illustrator II  26.16
13043 - Illustrator III  32.00
13047 - Librarian  31.80
13050 - Library Aide/Clerk  14.59
13054 - Library Information Technology Systems Administrator  28.72
13058 - Library Technician  19.55
13061 - Media Specialist I  20.72
13062 - Media Specialist II  23.18
13063 - Media Specialist III  25.85
13071 - Photographer I  16.33
13072 - Photographer II  18.44
13073 - Photographer III  22.63
13074 - Photographer IV  27.68
13075 - Photographer V  33.49
13090 - Technical Order Library Clerk  18.32
13110 - Video Teleconference Technician  17.71
14000 - Information Technology Occupations
14041 - Computer Operator I  17.02
14042 - Computer Operator II  19.04
14043 - Computer Operator III  21.22
14044 - Computer Operator IV  23.58
14045 - Computer Operator V  26.11
14071 - Computer Programmer I  (see 1)  27.62
14072 - Computer Programmer II  (see 1)
14073 - Computer Programmer III  (see 1)
14074 - Computer Programmer IV  (see 1)
14101 - Computer Systems Analyst I  (see 1)
14102 - Computer Systems Analyst II
14103 - Computer Systems Analyst III
14150 - Peripheral Equipment Operator
14160 - Personal Computer Support Technician
14170 - System Support Specialist

15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
15020 - Aircrew Training Devices Instructor (Rated)
15030 - Air Crew Training Devices Instructor (Pilot)
15050 - Computer Based Training Specialist / Instructor
15060 - Educational Technologist
15070 - Flight Instructor (Pilot)
15080 - Graphic Artist
15085 - Maintenance Test Pilot, Fixed, Jet/Prop
15086 - Maintenance Test Pilot, Rotary Wing
15088 - Non-Maintenance Test/Co-Pilot
15090 - Technical Instructor
15095 - Technical Instructor/Course Developer
15110 - Test Proctor
15120 - Tutor

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
16030 - Counter Attendant
16040 - Dry Cleaner
16070 - Finisher, Flatwork, Machine
16090 - Presser, Hand
16110 - Presser, Machine, Drycleaning
16130 - Presser, Machine, Shirts
16160 - Presser, Machine, Wearing Apparel, Laundry
16190 - Sewing Machine Operator
16220 - Tailor
16250 - Washer, Machine

19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19040 - Tool And Die Maker

21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
21030 - Material Coordinator
21040 - Material Expeditor
21050 - Material Handling Laborer
21071 - Order Filler
21080 - Production Line Worker (Food Processing)
21110 - Shipping Packer
21130 - Shipping/Receiving Clerk
21140 - Store Worker I
21150 - Stock Clerk
21210 - Tools And Parts Attendant
21410 - Warehouse Specialist

23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
23019 - Aircraft Logs and Records Technician
23021 - Aircraft Mechanic I
23022 - Aircraft Mechanic II
23023 - Aircraft Mechanic III
23040 - Aircraft Mechanic Helper
23050 - Aircraft, Painter
23060 - Aircraft Servicer
23070 - Aircraft Survival Flight Equipment Technician
23080 - Aircraft Worker
23091 - Aircrew Life Support Equipment (ALSE) Mechanic
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II

23110 - Appliance Mechanic
23120 - Bicycle Repairer
23125 - Cable Splicer
23130 - Carpenter, Maintenance
23140 - Carpet Layer
23160 - Electrician, Maintenance
23181 - Electronics Technician Maintenance I
23182 - Electronics Technician Maintenance II
23183 - Electronics Technician Maintenance III
23260 - Fabric Worker
23290 - Fire Alarm System Mechanic
23310 - Fire Extinguisher Repairer
23311 - Fuel Distribution System Mechanic
23312 - Fuel Distribution System Operator
23370 - General Maintenance Worker
23380 - Ground Support Equipment Mechanic
23381 - Ground Support Equipment Servicer
23382 - Ground Support Equipment Worker
23391 - Gunsmith I
23392 - Gunsmith II
23393 - Gunsmith III
23410 - Heating, Ventilation And Air-Conditioning Mechanic
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
23440 - Heavy Equipment Operator
23460 - Instrument Mechanic
23465 - Laboratory/Shelter Mechanic
23470 - Laborer
23510 - Locksmith
23530 - Machinery Maintenance Mechanic
23550 - Machinist, Maintenance
23580 - Maintenance Trades Helper
23591 - Metrology Technician I
23592 - Metrology Technician II
23593 - Metrology Technician III
23640 - Millwright
23710 - Office Appliance Repairer
23760 - Painter, Maintenance
23790 - Pipefitter, Maintenance
23810 - Plumber, Maintenance
23820 - Pneumatic Systems Mechanic
23850 - Rigger
23870 - Scale Mechanic
23890 - Sheet-Metal Worker, Maintenance
23910 - Small Engine Mechanic
23931 - Telecommunications Mechanic I
23932 - Telecommunications Mechanic II
23950 - Telephone Lineman
23960 - Welder, Combination, Maintenance
23965 - Well Driller
23970 - Woodcraft Worker
23980 - Woodworker

24000 - Personal Needs Occupations
24550 - Case Manager
24570 - Child Care Attendant
24580 - Child Care Center Clerk
24610 - Chore Aide
24620 - Family Readiness And Support Services Coordinator
24630 - Homemaker
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
25040 - Sewage Plant Operator
25070 - Stationary Engineer
25190 - Ventilation Equipment Tender
25210 - Water Treatment Plant Operator
27000 - Protective Service Occupations
27004 - Alarm Monitor
27007 - Baggage Inspector
27008 - Corrections Officer
27010 - Court Security Officer
27030 - Detection Dog Handler
27040 - Detention Officer
27070 - Firefighter
27101 - Guard I
27102 - Guard II
27131 - Police Officer I
27132 - Police Officer II
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
28042 - Carnival Equipment Repairer
28043 - Carnival Worker
28210 - Gate Attendant/Gate Tender
28310 - Lifeguard
28350 - Park Attendant (Aide)
28510 - Recreation Aide/Health Facility Attendant
28515 - Recreation Specialist
28630 - Sports Official
28690 - Swimming Pool Operator
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
29020 - Hatch Tender
29030 - Line Handler
29041 - Stevedore I
29042 - Stevedore II
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
30021 - Archeological Technician I
30022 - Archeological Technician II
30023 - Archeological Technician III
30030 - Cartographic Technician
30040 - Civil Engineering Technician
30051 - Cryogenic Technician I
30052 - Cryogenic Technician II
30061 - Drafter/CAD Operator I
30062 - Drafter/CAD Operator II
30063 - Drafter/CAD Operator III
30064 - Drafter/CAD Operator IV
30081 - Engineering Technician I
30082 - Engineering Technician II
30083 - Engineering Technician III
30084 - Engineering Technician IV
30085 - Engineering Technician V
30086 - Engineering Technician VI
30090 - Environmental Technician
30095 - Evidence Control Specialist
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<th>Occupation</th>
<th>Salary</th>
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<td>Latent Fingerprint Technician I</td>
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<td>Mathematical Technician</td>
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<td>30620</td>
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<td>30621</td>
<td>Weather Observer, Senior (see 2)</td>
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<tr>
<td>31010</td>
<td>Airplane Pilot</td>
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<tr>
<td>31020</td>
<td>Bus Aide</td>
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<tr>
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<tr>
<td>31260</td>
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional
(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

**NOTES APPLYING TO THIS WAGE DETERMINATION**

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc."

Section 41.02 in the collective bargaining agreement between Ratheon Aerospace LLC, Langley AFB, Hampton, VA and International Association of Machinists and Aerospace Workers, District Lodge 2531 contains contingency language that Wage and Hour does not recognize as reflecting "arm's-length negotiation" under section 4(c) of the Act and 29 C.F.R. 4.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid pursuant to section 41.01 and Appendix A of this agreement.
Standard Operating Procedures for Contractor Background Investigation
Contractor and USMS Contracting Officers Representative (COR)

Contractor Responsibilities Pre-Appointment

The Warden or designee shall be the contractor’s contact person for all matters regarding the processing of contractor personnel. Based on the following and the Guidelines of Acceptability for USMS Contract Jails, 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.

1. The Warden or designee will conduct a pre-employment interview.

2. The Warden or designee will conduct a credit check for employment purposes as described in the Fair Credit Reporting Act. A copy of the credit report will be included in the package.

3. The Warden or designee will supply a copy of a correctly filled out Questionnaire for Public Trust Positions, SF-85P, completed by the applicant. If the applicant is required to carry a firearm while in the performance of their duties, a form SF-85P-S will be used.

4. The Warden or designee will provide the COR with two FD-258 fingerprint cards for each applicant. The COR will supply the contractor with fingerprint cards bearing the ORI of the COR’s office. When the COR receives the completed fingerprint cards, he/she will mail them to the FBI. All results of the fingerprint check will be received by the COR.

5. The Warden or designee will voucher the applicant’s employment records for the past five years.

6. The Warden or designee will certify in writing that the applicant is a United States citizen or legal resident of the United States verified by appropriate documentation. For non-citizens applicants or subcontractors, the contractor must seek approval from the COR. Non-citizen applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of Personnel Management (www.opm.gov/employ/html/citizen.htm).

7. The Warden or designee will certify that the applicant has met the residency requirements.

8. The Warden or designee will certify that they have conducted a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace.

9. The Warden or designee will perform a local law enforcement agency check for the past five years as part of a background investigation.

10. Additionally the Warden or designee will submit one completed fingerprint card (FD 258 version) to the FBI. The card will bear the ORI number for the COR’s district. The FBI will send the results directly to the COR.
11. The Warden shall certify the above steps have been completed with satisfactory results and submit the certification to the COR requesting a conditional approval.

12. After receiving the USMS’ conditional approval the contractor notify COR within 24 hours of actual entry on duty (EOD) date and of background investigation scheduling date and case number.

13. The Warden or designee is responsible for reviewing and adjudicating the background investigation (see below for further details).

**USMS/COR Responsibilities**

Upon receipt of the conditional request memo or letter, the USMS COR will run NCIC/NLET and submit the fingerprint card to the FBI.

Prior to issuing the conditional approval the COR shall complete the following steps:

1. Run NCIC/NLETS for all states of residence as reflected on the SF 85P.

2. Upon favorable results of fingerprints and NCIC/NLETS; the COR shall grant a conditional approval. The conditional approval shall include the following: full name, date of birth, social security number and position applied for.

3. If the fingerprint results or NCIC/NLETS contain derogatory information the conditional may or may not be issued based on the Guidelines for Acceptability. If the COR desires additional information to resolve the issue, the warden or his designee shall be contacted to obtain additional information from the applicant.

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

The COR will keep a roster or spreadsheet that lists each employee at the contract facility, their title, their EOD date, date of conditional approval, the date their background investigation was received, the date their background was adjudicated and the date they were separated from employment.

Once the NCIC/NLETS results are no longer needed, they will be destroyed. They will not be kept in the personnel files.
Section J - Attachment #4

**Contractor Responsibilities Post Appointment**

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 for USMS Contract Jails*. 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 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 COR. Upon receipt, review and resolution of any derogatory information contained in the reinvestigation report, the Warden shall forward to the 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*.

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 facilities 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.

**Written Waiver Request**

If the Warden or designee wishes to employ the applicant after finding that the applicant does not meet *Guidelines of Acceptability USMS Contract Jails*, the contractor may submit a written request for a waiver. The request will contain the following:

a. the details and circumstances of the applicant’s behaviour that is outside the guidelines;
b. the reasons why the applicant should receive further consideration;
c. The availability of other suitable applicants.
Guidelines of Acceptability
For USMS Contract Jails

A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is suitable for government employment. These functions should be conducted, whenever possible, by designated security personnel outside of the applicant’s supervisory chain. The supervisor’s knowledge of derogatory information may affect the supervisor’s objectivity regarding performance appraisal, promotions, etc., of the applicant. Any reference to “government applicant” within this document includes persons working under contract.

B. **PURPOSE:** The purpose of this document is to assist the contract jail Warden or designee and the U.S. Marshals Service (USMS) COR. The background investigations are conducted by the private entity or company under contract with the warden of that facility. The background investigation is conducted in accordance with the employment procedures outlines in C.5.3.1 of the contract.

Interviews are conducted to validate the information the subject provided on the SF 85P “Questionnaire for Public Trust Positions.” Interviews are also for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.

C. **PRINCIPALS:** All derogatory information shall be favorably resolved by the contractor before the USMS COR will consider granting final approval for applicants to work with federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the subject exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render a person susceptible to coercion, duress, or blackmail will be subject to the following guidelines:

1. If the background investigation or reinvestigation demonstrates that the applicant/employee is open regarding his or her conduct, no personal interview or other action is warranted unless deemed necessary by the Warden or his designee.

2. If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the person is concealing any conduct that reasonably would subject the person to coercion, duress, or blackmail, the Warden or designee will arrange for an interview with the applicant/employee to discuss:
Section J - Attachment 1

a. The issue of concealed conduct that was raised during the background investigation or reinvestigation and whether or not the person is in fact concealing any conduct that reasonably would subject the person to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.

b. If the person may be concealing conduct that reasonably would subject the person to coercion, the interviewer will continue to discuss:

1. The contractor's concern regarding the potential for coercion, pressure, manipulation, or blackmail;

2. The contractor's Employee Standards of Conduct requirement that the applicant/employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

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

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

Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an individual may not possess one or more of these qualities.

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

1. Loyalty. Any information which indicates that the subject is not loyal to the United States should be identified as derogatory. Any background investigation which presents information which questions an applicant/employee's loyalty to the United States must be brought to the attention of the USMS COR. If an applicant is found to be suitable or unsuitable for employment under this criterion, the USMS COR shall be advised.

Several examples which should bring into question an individual's loyalty are:

Advocating force or violence to overthrow the government of the United States;

Establishing contact with a seditionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States; or
Membership in organizations which systematically commit criminal acts against the United States Government.

2. Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence that the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information which tends to show the individual may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the subject and the relatives or associates. Therefore, the following information should be obtained from all applicants/employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

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

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

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

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

a. Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence that the individual could be coerced or blackmailed due to sexual conduct. Should it be determined that an applicant/employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved.
b. Alcoholism: Any information which tends to show that the individual uses alcohol to excess or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for a pattern of behavior versus an isolated incident.

4. Psychological Conditions: Certain and personality conditions can impair judgment, reliability, or trustworthiness. Treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, is significant and must be clarified to determine whether the subject’s job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Treatment for a mental, emotional, or personality condition must be accompanied by a recommendation from a competent mental health professional that the applicant/employee is capable to perform the duties of a public trust position and the applicant does not pose a risk to themselves or others. The applicant should display sound judgment and reliability.

5. Financial Responsibility. Failure or inability to live within one’s means, satisfy debts, and meet financial obligations may indicate poor self-control, a lack of judgment, or unwillingness to abide by rules and regulations. Indebtedness becomes a legitimate concern when an individual begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. It is important to determine if the individual considers the debt just.

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

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

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

6. Dishonesty. Individuals entering service under this contract must be “....trustworthy...and of good conduct and character...” This requires that applicant/employees are honest when filling out all employment documents.

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

7. Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. Criminal activity creates a doubt about a person’s judgment, reliability, and trustworthiness. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence that the applicant/employee has been rehabilitated.

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

9. Confidential Source Information: Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from unprotected sources can be used.

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

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

The Periodic Reinvestigation is a reinvestigation conducted every five years for Public Trust positions. The source document is the SF-SSP. It includes the National Agency Check, personal subject interview, residence and selected record searches.

Items are scheduled for coverage by various methods as follows:

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

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

- **National Agency Check** consists of a check of Office of Personnel Management’s (OPM) Security Investigation Index (SIi) which is an index of investigations conducted by OPM and other federal investigative agencies, a check of Federal Bureau of Investigation (FBI) fingerprint files, a check of FBI investigative files and a check of the Department of Defense investigative index of civilian and military personnel. It is checked by inquiry, linkage and record search only.

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

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

- **Education** is not scheduled.

- **Residence** is covered by personal coverage and record search only for the most recent three years of the basic coverage period.

- **Employment** is not scheduled.

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

- **Stateside Military Service** is not scheduled.
United States Marshals Service – Prisoner Operations Division
Contractor Business Qualifications

Policy:

Federal Acquisition Regulation (FAR), subpart 9.103 prescribes “contracts shall be awarded to, responsible prospective contractors only.”

The policy of the United States Marshals Service (USMS) and the Prisoner Operations Division (POD) in acquiring supplies or services is to require prospective contractors engaged in conducting business with this office to affirmatively demonstrate their responsibility.

Applicability:

This requirement applies to all proposed contracts with any prospective contractor that is located:

(1) In the United States, its possessions, or Puerto Rico; or
(2) Elsewhere, unless application of the subpart would be inconsistent with the laws or customers where the contractor is located.

The attached questionnaire shall be completed by prospective contractors. The questionnaire is one tool POD will use to determine contractor responsibility.

Definitions:

(a) "Principals" are those individuals in a firm who possess legal responsibility for its management. They may be officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

(b) "Parent Company" is that firm, company, corporation, association, or conglomerate which is the major stockholder or highest tier owner of the firm completing the questionnaire; (i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The "parent company" is Corporation C).

(c) "Joint Venture" is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

(d) "Consultant" as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

(e) "Specialists and Individual Consultants" as used in this questionnaire, refer to individuals who have major project responsibility, or will provide unusual or unique capabilities for the services under consideration.
1. Organization Name:

2. Under what other or former names has your organization operated?

3. If your organization is a corporation, provide the following:
   (i) Date of incorporation: ________________
   (ii) State of incorporation: ________________
   (iii) Identify President (CEO), Vice President, Treasurer and Secretary (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

4. If your organization is a partnership, provide the following:
   (i) Date of organization: ________________
   (ii) Type of partnership (if applicable): ________________
   (iii) Name(s) of general partner(s) (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):

5. If your organization is individually owned, provide the following:
   (i) Date of organization: ________________
   (ii) Name of owner (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):
   (iii) If the form of your organization is other than that listed above, describe it and the name of the principals (include Date of Birth, Place of Birth, Social Security Number, Race and Gender):
6. **LICENSING.** (Attach additional pages as necessary.)

   a. List jurisdiction and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

   b. List jurisdictions in which your organizations or trade name is filed.

7. **FINANCIAL DATA.** (Attach additional pages as necessary.)

   a. Trade References.

   b. Bank References.

8. **PROOF OF FINANCING.**

   a. Attach a financial statement, preferably audited, including your organization’s latest balance sheet, cash flow statement, and income statement providing at a minimum the following items:

      - Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

      - Net fixed Assets;

      - Other Assets;

      - Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

      - Other liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus and retained earnings).

   b. Name and address of firm preparing attached financial statement, and date:

   c. Is the attached financial statement for the identical organization named on page one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
9. SIGNATURE

18 U.S.C. 1001, False Statements Act provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representation, or makes or uses any false, fictitious or fraudulent statement or entry, shall be fined not more than $10,000 or imprisoned not more than five years, or both.

Dated ________ this _______ day of 20__,

Name of Organization __________________________

By: ________________________________________

Title: _______________________________________

M________________________ being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading. Subscribed and sworn before me this __________ day of 20__. 

Notary Public:

My Commission Expires:
U.S. Department of Justice – United States Marshals Service
Prisoner Operations Division
Small Business Subcontracting Plan
(Also see Federal Acquisition Regulation 19.704 and 52.219-9)

The United States Marshals Service (USMS) Prisoner Operations Division recommends that offeror’s use the following format to submit proposed Individual Subcontracting Plans, including modifications. While this template has been designed to be consistent with Federal Acquisition Regulation (FAR) 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this template is not intended to waive other requirements that may be applicable under FAR 52.219-9 or that may appear in the Government’s solicitation. This template is not intended to replace any existing Corporate/Commercial Plan that is more extensive.

SOLICITATION NUMBER: ________________________________

DATE OF PLAN SUBMISSION: ________________________________

CONTRACTOR: ________________________________

ADDRESS: ________________________________

STATE/ZIP CODE: ________________________________

DUNN & BRADSTREET (DUNS) NUMBER: ________________________________

ITEM/SERVICE (Description): ________________________________________

NEW/INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE (MM/DD/YYYY – MM/DD/YYYY): __________ - __________

<table>
<thead>
<tr>
<th>Period</th>
<th>Performance Period</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Base Period</td>
<td>24 Months</td>
<td></td>
</tr>
<tr>
<td>Option Period 1</td>
<td>24 Months</td>
<td></td>
</tr>
<tr>
<td>Option Period 2</td>
<td>24 Months</td>
<td></td>
</tr>
<tr>
<td>Option Period 3</td>
<td>24 Months</td>
<td></td>
</tr>
<tr>
<td>Option Period 4</td>
<td>24 Months</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$__________ Total Contract Value</td>
</tr>
</tbody>
</table>
Failure to include the essential information of FAR Subpart 19.7 may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor requesting supplies or services required for performance of the contract or subcontract.

USMS POD Subcontracting Goals for this action:

<table>
<thead>
<tr>
<th>Business Type</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business (SB)</td>
<td>40.0%</td>
</tr>
<tr>
<td>Service Disabled Veteran Owned Small Business (SDVOSB)</td>
<td>5.00%</td>
</tr>
<tr>
<td>Small Disadvantaged Businesses (SDB, includes Section 8(a) firms)</td>
<td>5.00%</td>
</tr>
<tr>
<td>Woman-Owned Small Business (WOSB)</td>
<td>5.00%</td>
</tr>
<tr>
<td>Historically Underutilized Business Zone Small Business (HUBZone)</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

Note: The Small Business Administration defines a small business concern as one that is independently owned and operated, organized for profit, and that is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period. See www.sba.gov for additional information regarding size standards.

1. Type of Plan (check one)

   ______ Individual plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

   ______ Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

   ______ Commercial products/service plan means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

2. Goals

Below indicate the dollar and percentage goals for Small Business (SB), Small Disadvantaged (SDB) including Alaska Native Corporations and Indian Tribes, Women-owned and Economically Disadvantaged Women-Owned (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), Service-Disabled Veteran-Owned (SDVOSB) Small Businesses and “Other than Small Business” (Other) as subcontractors. Indicate the base year and each option year, as specified in FAR 19.704 or project annual subcontracting base and goals under commercial plans. If any contract has more four options, please attach additional sheets which illustrate dollar amounts and percentages.
PLEASE NOTE: Zero dollars is not an acceptable goal for the SB, SDB, WOSB, HUBZone, VOSB or SDVOSB categories since this does not demonstrate a good faith effort throughout the period of performance of the contract. Formula for below: 2.b. + 2.h. = 2.a.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is ____________ (Base Period + All Option Periods).

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB, HUBZone, VOSB and SDVOSB): (% of "a")

\[ $ \text{______________} \] (Base Period + All Options Periods)

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") $ \text{______________} \] (Base Period + All Option Periods)

d. Total estimated dollar value and percent of planned subcontracting with WOMEN-OWNED SMALL BUSINESSES: (% of "a") $ \text{______________} \] (Base Period + All Option Periods)

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") $ \text{______________} \] and (Base Period + All Option Periods)

f. Total estimated dollar and percent of planned subcontracting with VETERAN-OWNED SMALL BUSINESSES: (% of "a") $ \text{______________} \] (Base Period + All Option Periods)

g. Total estimated dollar and percent of planned subcontracting with SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES: (% of "a") $ \text{______________} \] (Base Period + All Option Periods)

h. Total estimated dollar and percent of planned subcontracting with "OTHER THAN SMALL BUSINESSES" (As defined by the Small Business Administration as "any entity that is not classified as a U.S. small business. This includes large businesses, state and local governments, non-profit organizations, public utilities, educational institutions and foreign-owned firms."

\[ (% \text{ of "a"}) $ \text{______________} \] (Base Period + All Option Periods)

i. Provide a description of the method used to develop the subcontracting goals for SB, SDB, WOSB, HUBZone and SDVOSB concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals provided in Attachment A. Also, explain how the areas to be subcontracted to SB, WOSB, HUBZone, VOSB and SDVOSB concerns were determined, how the capabilities of these concerns were considered contract opportunities and how such data comports with the cost proposal. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)
I. Indirect costs have ____; have not ____ been included in the dollar and percentage subcontracting goals above (check one).

m. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

3. Subcontracting Program Administrator:

NAME: ____________________________

TITLE: ____________________________

ADDRESS: ____________________________

________________________________________________________________________

TELEPHONE: ____________________________

E-MAIL: ____________________________

Duties: Does the individual named above have general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans and perform the following duties? ____yes ____no (If NO is checked, please identify who in the company performs those duties, or indicate why the duties are not performed in your company on a separate sheet of paper and submits with the proposed subcontracting plan.)

a. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing; ____yes ____ no

b. Developing and maintaining bidder source lists of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns from all possible sources; ____yes ____ no

c. Ensuring periodic rotation of potential subcontractors on bidder's lists; __ yes __ no

d. Assuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB businesses are included on the bidders' list for every subcontract solicitation for products and services that they are capable of providing. __ yes __ no
e. Ensuring that Requests for Proposals (RFPs) are designed to permit the maximum practicable participation of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns.  

f. Reviewing subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit small, 8(a), SDB, WOSB, HUBZone, VOSB and SDVOSB small business participation. 

g. Accessing various sources for the identification of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns to include SBA's Dynamic Small Business Search web page (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) and/or the System for Awards Management (www.sam.gov), local small business and minority associations, local chambers of commerce and Federal agencies' Small Business Offices; 

h. Establishing and maintaining contract and subcontract award records; 

i. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc; 

j. Ensuring that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company; 

k. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act, as amended; 

l. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals; 

m. Preparing and submitting timely, required subcontract reports;  

n. Conducting or arranging training for purchasing personnel regarding the intent and impact of 8(d) of the Small Business Act on purchasing procedures; 

o. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; 

p. Other duties: 

4. Equitable Opportunity

Describe efforts the offeror will undertake to ensure that SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:
   1. Contact minority and small business trade associations
   2. Contact business development organizations and local chambers of commerce
3. Attend SB, SDB, WOSB, HUBZone, VOSB and SDVOSB procurement conferences and trade fairs
5. Review sources from the System for Award Management web page (www.sam.gov)

Additional efforts:

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize SB, SDB, WOSB, HUBZone, VOSB and SDVOSB source lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

Additional efforts:

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors (except small business concerns) that receive subcontracts in excess of $700,000 ($1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." [Note: In accordance with FAR 52.212-5(e), the contractor is not required to include flow-down the clause if it is subcontracting commercial items.]

6. Reporting and Cooperation

The contractor gives assurance that it will

i. Cooperation in any studies or surveys that may be required;
ii. Submit periodic reports which illustrate compliance with the subcontracting plan
iii. Submit its Individual Subcontracting Report (ISR) and Summary Subcontract Report (SSR); via the Electronic Subcontracting Reporting System (eSRS) website (www.esrs.gov)
iv. Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS.

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>Oct 1 - Mar 31</td>
<td>ISR</td>
<td>4/30</td>
</tr>
<tr>
<td>Apr 1 - Sept 30</td>
<td>ISR</td>
<td>10/30</td>
</tr>
<tr>
<td>Oct 1 - Sept 30</td>
<td>SSR</td>
<td>10/30</td>
</tr>
<tr>
<td>Oct 1 - Sep 30</td>
<td>Year End SDB Report</td>
<td>90 days of SSR submission</td>
</tr>
<tr>
<td>Contract Completion</td>
<td>Final ISR</td>
<td>30 days after completion</td>
</tr>
</tbody>
</table>
Please refer to FAR Part 19.7 for instruction concerning the submission of a Commercial Plan: SSR is due on 10/30 each year for the previous fiscal year ending 9/30. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

7. Description of Record Types (Ref: FAR 52.219-9(d) (11))

In order to demonstrate your firm's adherence to the requirement to maintain records that reflect your compliance with requirements and goals in the plan, describe your firm's records maintenance procedures for locating each category of small business for use as a subcontractor:


8. Description of Good Faith Effort

Maximum practicable utilization of SB, SDB, WOSB, HUBZone, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d) (4) (F) directs that liquidated damages shall be paid by the contractor. Describe your firm's commitment to making a good faith effort towards the subcontracting goals.


Required Signatures

This subcontracting plan was submitted by:

Signature: ____________________________________________________________

Typed/Print Name: ______________________________________________________

Title: _________________________________________________________________

Date: __________________________________________________________________

This plan was reviewed and approved by:

Signature: ____________________________________________________________

Typed/Print Name: ______________________________________________________

Title: Contracting Officer

Date: __________________________________________________________________
QUESTION SUBMITTAL FORM

United States Marshal Service – Detention Services Contract

Please utilize this form when submitting questions. Please cite the section, page, and line number which pertains to your question. All questions must be submitted no later than **10 days prior to RFP due date**. Any of the following methods may be used:

Fax to:  
Email to:  

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

Name, Address and Telephone Number of Firm or Organization:

My Question is in Reference to:

SECTION__________, PAGE__________, LINE NUMBER(S)__________
Section J – Attachment #10

INTENTION TO PROPOSE

United States Marshal Service – Detention Services Contract

Solicitation Number: 

We ___________ intend to submit a proposal.

We ___________ do not intend to submit a proposal for the following reasons:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Please Retain _______ Delete _______ from the source list.

Authorized Signature: 

Printed Name and Title: ______________ Date: __________

Name, Address and Telephone Number of Firm or Organization:

Note: Unless otherwise stated in the solicitation, no other material should be returned if you do not intend to submit a proposal.

Please Return:

Fax to: (b) (6), (b) (7)(C), (b) (7)(F)

Email to:
## Detention Services Contract Operating Estimate

**Operating Estimate:** Reflects distribution of proposed amounts to operate a detention facility on an ongoing basis. It excludes start-up and other costs to establish initial operations.

<table>
<thead>
<tr>
<th>Program Area</th>
<th>Number of Positions</th>
<th>Type Expense</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration and Management</td>
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<td>Salaries</td>
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<td>Benefits</td>
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<tr>
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<tr>
<td>Health Services</td>
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<td>Salaries</td>
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<tr>
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<td></td>
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<tr>
<td>Security and Control</td>
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<td>Salaries</td>
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<td></td>
<td>Benefits</td>
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<td></td>
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<td>Non-Salary</td>
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<tr>
<td><strong>SubTotal</strong></td>
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<tr>
<td>Services and Programs</td>
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<td>Salaries</td>
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<td>Benefits</td>
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<tr>
<td><strong>SubTotal</strong></td>
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<td>Number of Positions</td>
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<td>Annual Amount</td>
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<tr>
<td>Total</td>
<td></td>
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</tr>
</tbody>
</table>

Program Area: A major functional unit of facility operations.

Total Number of Positions: Reflects the total number of staff required to operate a facility. Include all forms of employment- full-time, part-time, internships, intermittent, etc.

Type of Expense: Charges for salaries, benefits, and non-salary requirements. Salary costs include charges such as base salaries, lump-sum leave payments, premium pay, shift and supervisor differentials, holiday pay, incentive awards, retention and recruitment bonuses, and overtime. Benefits include retirement plan contributions, Medicare withholdings, 401(k) contributions, uniform allowances, and certain relocation benefits. Non-salary costs include charges such as all travel related costs, transportation charges for shipment of supplies, freight, rent, communication charges, utilities, local telephone services, printing, reproduction, services charges, consultant fees, supplies, equipment, insurance claims, grants, interest, and other miscellaneous charges.

Proposed Annual Amount: Reflects the breakdown of the total amount of proposal by program area and by type of cost.

Indirect Costs: All other charges associated with the management and operation of a facility, to include corporate office support, corporate-wide programs from which each organizational entity derives some benefit (communications, prisoner transportation, national security programs, legal/general counsel support, etc.).

Summary: Recapitulation of all Program Area Costs.
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

K.2  52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 56210, Facilities Support Services.
(2) The small business size standard is $38.5 million.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
  □ (i) Paragraph (d) applies.
  □ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
  (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
      (A) The acquisition is to be made under the simplified acquisition procedures in Part 13; 
      (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
      (C) The solicitation is for utility services for which rates are set by law or regulation.
  (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal
Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
(A) Are not set aside for small business concerns;
(B) Exceed the simplified acquisition threshold; and
(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xix) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than $25,000, the basic provision applies.
(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.
(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.
(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.  
(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.  
(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.  
(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.  
(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.  
(2) The following representations or certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]  
___ (i) 52.204-17, Ownership or Control of Offeror.  
___ (ii) 52.204-20, Predecessor of Offeror.  
___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.  
___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.  
___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.  
___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).  
___ (vii) 52.227-6, Royalty Information.  
___ (A) Basic.  
___ (B) Alternate I.  
___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.  
(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)
K.3  52.209-7 – INFORMATION REGARDING RESPONSIBILTY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than $10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

   (i) In a criminal proceeding, a conviction.

   (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

   (iii) In an administrative proceeding, a finding of fault and liability that results in—

       (A) The payment of a monetary fine or penalty of $5,000 or more; or

       (B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)
SECTION L
INSTRUCTIONS, CONDITIONS, NOTICES TO OFFERORS

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

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

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.204-7</td>
<td>SYSTEM FOR AWARD MANAGEMENT</td>
<td>JUL 2013</td>
</tr>
<tr>
<td>52.215-1</td>
<td>INSTRUCTIONS TO OFFEROR'S--COMPETITIVE ACQUISITION</td>
<td>JAN 2004</td>
</tr>
<tr>
<td>52.215-1 ALT II</td>
<td>INSTRUCTIONS TO OFFEROR'S--COMPETITIVE ACQUISITION – ALT II</td>
<td>OCT 1997</td>
</tr>
<tr>
<td>52.222-24</td>
<td>PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION</td>
<td>FEB 1999</td>
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</table>

L.2 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010)

(a) Exceptions from certified cost or pricing data.
(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.3 52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Regular Mail or Express Service
United States Marshals Service
(b) (9), (b) (f) (G), (b) (f) (f)

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

(End of provision)
L.4 2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.

(2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) A protest filed directly with the Department of Justice must:

(1) Indicate that it is a protest to the agency.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.
(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer’s decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.

(g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.

(i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.

(k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Clause)

L.4 QUESTIONS FROM OFFEROR’S CONCERNING THE SOLICITATION:

Offeror’s may submit questions, concerns or request clarification of, any aspect of this solicitation via electronic mail to [Section J, Attachment 9]. The offeror must include the Company’s Name and Solicitation Number in the subject line of the email.

The questions should include the page number and paragraph number or identifier, which pertains to the offeror’s question. Questions received without this information may not be
answered. It is requested that all questions be received by noon (insert date), to allow the
Government adequate time to prepare and issue responses, so that offeror's can use the
information in preparing proposals.

The Government will continue to accept questions up to the closing date and time set for
receipt of proposals; however, time may not permit responses to questions received after
(insert date), to be prepared and issued prior to receipt of proposals.

The Government will not acknowledge receipt of questions. Communications deemed
necessary or important to understand or respond to the solicitation will be posted along with all

L.5 SUBMISSION OF PROPOSAL

Due Date/Time: Proposals shall be delivered to the mailing address specified below, by the due
date specified in Section A. Offers received after this specified date and time will be considered
late and will not be evaluated.

Regular Mail or Express Service

United States Marshals Service

Hand Delivered Proposals will not be accepted

PROPOSAL CONTENT

Proposals shall be submitted in four parts. Each of the parts must be completed so that the
evaluation of each part may be conducted independently.

All pages of each part shall be appropriately numbered and identified with the name of the
offeror, date and RFP number to the extent practicable. Unless explicitly stated otherwise, the
proposal text shall be typed, using Times New Roman, Size 12, 1.5 spaced and
printed-unreduced in size on 8 ½ x 11 inch paper. Proposal page limitation will be enforced.

Proposals shall be enclosed in sealed packaging and addressed to the office specified in the
solicitation. The offeror's name and address, the solicitation number and the date and time
specified in the solicitation for proposal submission must appear in writing on the outside of the
package.

The proposal shall be accompanied by a cover letter providing the following information:

1. RFP Title
2. RFP Number
3. Name and Address
4. Name, Title, Telephone Number, Email address and Fax Number of Point of Contact
5. Identification of the Proposal Volume

The overall proposal shall consist of four physically separate volumes, individually entitled as stated below. The required quantity of each volume is shown in the matrix below. Each copy of each volume shall be numbered sequentially.

<table>
<thead>
<tr>
<th>Proposal Volume</th>
<th>Total Copies Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume #1 – Business Proposal (soft copy)</td>
<td>2 (1 copy w/original signatures and 1</td>
</tr>
<tr>
<td>Volume #2 – Technical Proposal</td>
<td>8 (1 hard and 7 soft copy)</td>
</tr>
<tr>
<td>Volume #3 – Past Performance &amp; Experience</td>
<td>2 (1 hard and 1 soft copy)</td>
</tr>
</tbody>
</table>

Faxed proposals will not be considered!

Instructions for submission of softcopy proposals: This section provides instructions to Offerer’s on the submission of softcopy proposals. The CD-ROMs shall be delivered to the Government at the same time as the hardcopy proposal submission. In the event, the Contracting Officer has determined that the hardcopy and electronic versions of the Offerer’s proposals are not the same; the hardcopy version shall prevail.

Labeling - CD-ROMs should be closed (or finalized) such that no additional data may be recorded to the disk. All physical media are to be clearly labeled with the Offerer’s name, RFP reference (name and number), and display the phrase “Source Selection Sensitive.” Offerer’s should be careful to ensure that the application of such labels does not interfere with the operation of the CD-ROM.

Applications – Proposal information should be submitted using any of the following applications: Microsoft Office 2000 including Word (.doc), Excel (.xls), and PowerPoint (.ppt or .pps). Macros should be disabled on all files; Adobe Acrobat 4 or 5: Portable Document Format (PDF) files should be created using the Adobe Acrobat Distiller or Writer or by using the PDF Postscript Printer, such that any subset of proposal text is capable of being copied to the clipboard. The Acrobat Bookmark feature may be used for document navigation; however, use of the Acrobat Notes feature is prohibited. Offerer’s shall use the ‘Optimize’ feature of Adobe Acrobat to decrease file size and prepare them for viewing on the Internet.

Linking - Softcopy proposals may contain links within each file (for example, entries in a Table of Contents may contain links to the pages to which they refer), but may not contain links to other files or volumes.

Graphics - Graphics inserted into documents should be in compressed formats (GIF or JPEG), and in 72 dpi resolution. Graphics should also be pre-sized, such that they match the context of the size of the document that they to be are included in (i.e., large graphics shall be scaled down in an image editor prior to insertion to a size relative to that at which they are displayed in the document. They should not be inserted as large graphics and resized within the document.
Virus Scanning - Offeror shall make every reasonable effort to deliver the CD-ROMs to USMS free of known computer viruses. The Offeror shall be responsible for examining all such products prior to delivery to USMS using software tools and processes capable of detecting all known viruses. The offeror should ensure that the latest virus definitions have been installed from the software vendor prior to scanning files.

Readme File - Offeror’s may prepare a Read me file describing the organization and layout of their electronic submission. This file must be in plain text format, with the filename of “readme.txt,” and must appear in the root directory of the submission. The readme file will not count towards the total proposal page counts specified elsewhere in Section L, and are not required to be submitted in hardcopy.

Volume #1 – Business Proposal

Volume #1 consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, other statements of the offeror and any other administrative information.

(a) Format and Content - The Volume shall include the following documents in the order listed:

(1) Fully executed Optional Form (OF) 308, Solicitation and Offer Negotiated Acquisition;
(2) Pricing Schedules (extracted from Section B);
(3) Fully executed Offeror Representations, Certifications and Other Statements (extracted from Sections G, J, K and L as applicable);
(4) Contractor Business Qualifications Questionnaire (Section J, Attachment 7)
(5) Small Business Subcontracting Plan (Section J, Attachment 8)
(6) Detention Services Contract Operating Estimate for the Base Period and one for each Option Period for a total of 5. (Section J, Attachment 11)

The Proposal Form

(a) Use of the Form. OF 308, Solicitation and Offer Negotiated Acquisition, which is Section A of the RFP, shall be fully executed by the offeror and shall be the first page of each copy of Volume I.

(b) Acceptance Period. The acceptance period shall be no less than the period of time entered by the Government on the OF 308 in Block 4.

(c) Signature Authority. The individual signing the OF 308, shall provide proof they have the authority to commit the offeror to all requirements of the proposal, fully recognizing the Government has the right, by terms of the RFP, to make award without further discussions if it so elects. This individual shall also be required to attend any and all negotiations and pre-performance conferences, etc.
Volume #2 - Technical Proposal

Volume #2 consists of the offeror's technical approach to performing the requirement, the offeror's technical capabilities and the technical effort the offeror would apply to satisfy the requirements of the SOW. Since each offeror's Technical Proposal will be evaluated in accordance with Section M, it should be practical and prepared simply and economically, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the requirements of the RFP.

The proposal should not merely offer to perform work in accordance with the SOW, but shall describe the actual work proposed as specifically as practical. The SOW reflects the requirements and objectives of the program under consideration; therefore, repeating or paraphrasing the SOW without sufficient elaboration is not acceptable.

(a) Format and Content

(1) Volume #2 shall include the following components:

Table of Contents
List of Attachments, Tables and Figures
Technical Discussion

This section shall describe the offeror's approach to performing the requirement. It must clearly address each issue identified below in as much detail as practical.

TECHNICAL PROPOSAL: VOLUME #2-A  1. Organizational Structure: Each offeror shall provide a diagram of the proposed organizational structure. The diagram shall detail the corporate and facility lines of authority for this effort (including all proposed subcontracting and lease-hold relationships) and the relationship of the organizational structure the offeror's corporate office.

Page Limitation (3 Pages)

1. Quality Control Plan: The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance.

2. Staffing: The offeror shall provide a post-specific, facility staffing plan along with a facility floor plan and detainee housing unit plan.

3. Compliance with Federal Performance-Based Detention Standards. The offeror shall identify how the facility operations will comply with the 2016 Federal Performance-Based Detention Standards:

ADMINISTRATION AND MANAGEMENT
A.1 Policies and Procedures
A.2 Quality Control
A.3 Detainee Records
A.4 Facility Admission and Orientation Program
A.5 Detainee Property
A.6 Detainee Transfers and Releases

Page 8 of 13
A.7 Detainees with Disabilities
A.8 Discrimination Prevention
A.9 Staffing
A.10 Staff Training
A.11 Emergency Plans
A.12 External Agency Notifications
B: HEALTH CARE
B.1 Health Care Administration
B.2 Intake Health Screening
B.3 Medical, Mental Health and Dental Appraisals
B.4 Access to Health Care
B.5 Provision of Health Care
B.6 Incident Health Care
C: SECURITY AND CONTROL
C.1 Correctional Supervision
C.2 Detainee Accountability
C.3 Control of Contraband
C.4 Use of Force/Non-Routine Application of Restraints
C.5 Weapons Control
C.6 Keys, Tools, and Medical Equipment Control
C.7 Post Orders
C.8 Detainee Discipline
C.9 Restrictive Housing
C.10 Detainee Transportation
D: FOOD SERVICE
D.1 Food Service Administration
D.2 Food Service Employee/Worker Health
D.3 Food Storage and Preparation
D.4 Equipment, Utensils, and Linens
D.5 Detainee Meals and Special Diets
F: SAFETY AND SANITATION
F.1 Fire Safety and Chemical Control
F.2 Sanitation and Environmental Control
F.3 Clothing and Bedding
F.4 Detainee Hygiene
F.5 Emergency Power and Communication
G: SERVICES AND PROGRAMS
G.1 Classification and Housing
G.2 Access to the Courts and Legal Materials
G.3 Mail
G.4 Telephones
G.5 Religious Programs
G.6 Recreation
G.7 Visitation
G.8 Work Programs
G.9 Grievance Program
4. Compliance with American Correctional Association Performance Standards for Adult Local Detention Facilities (ALDF). The offerer shall identify how the facility operations will comply with the 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.

TECHNICAL PROPOSAL: VOLUME #2-B

1. ACTIVATION AND STAFFING

Contract Activation: The offerer shall submit:

1) A detailed schedule of the activation process;
2) An on-site staff reporting schedule;
3) A complete list of all contractor policies to be developed and implemented. The list shall include the date each policy will be submitted for government review; and
4) A description of how the contractor will coordinate activation with the government.

(Schedules shall reflect project calendar days; track task start/finish/duration; identify individual tasks and their relationship to other tasks.)

Project Coordinator: The offeror shall identify the proposed Project Coordinator for this requirement. The offerer shall provide the individual’s name, current employment status and a resume. The resume shall include, at a minimum, directly related work experience, professional development applicable to the specific position and performance record in directly related fields. Page Limitation (3 pages)

Human Resources: The offerer shall submit a list of all personnel necessary for the performance of the contract. The list shall be organized by department and clearly and concisely illustrate: each position title; number of working days per week; number of staff per shift; relief factor; total number of full time equivalents for each position title, department, and total compliment; applicable hourly rate and annual pay schedule.

2. PHYSICAL PLANT

The offerer shall specify the location of the proposed facility by providing the address and identifying the site on a general location map and a local area map.

The offerer shall identify the rated capacity of the proposed facility.

Submit a brief DVD/video tour (15-30 minutes) of the proposed site and buildings. (DVD must be in (.wmv) format, functional with Windows Media Player)

The offerer shall submit half size prints of facility site plan (Scale of original document: Minimum 1" = 100 feet) showing the location of buildings, roads, fences, parking lots, walkways, and other major site improvements.
The offeror shall submit half-size prints (Scale of original document: 1/8" = 1 foot) of architectural floor plans for each building showing:

1) Name/function of all rooms;
2) Total gross square footage of each program area and entire facility;
3) Entry into the secure perimeter by means of a secure entry point;
4) Physical Plant security details including, but not limited to, secure walls, security doors, secure ceilings, control center, sally ports, secure perimeter;

The offeror shall explain the proposed facility’s compliance status with the following:

1) Handicapped accessibility requirements;
2) Building code requirements;
3) Fire safety and life safety requirements; and provide appropriate substantiation for each (e.g., certificates, licenses, etc.). If the facility is presently non-compliant, the offeror shall explain what action it will take to become compliant prior to the date scheduled for issuance of the notice to proceed.
4) Compliance with the American Correctional Association, Performance Standards for Adult Local Detention Facilities. If the facility is presently non-compliant, the offeror shall explain what action it will take to become compliant prior to the date scheduled for issuance of the notice to proceed.

Volume #3 – Past Performance & Experience

The Past Performance and Experience Proposal shall serve to gather information regarding the quality of an offeror’s past performance and the extent of an offeror’s experience performing secure correctional type services.

At a minimum, the submission shall contain the information specified below in accordance with the following general format:

Table of Contents
List of Tables and Exhibits
Past Performance Information
Corporate Experience

Offeror’s are encouraged to submit Past Performance and Experience information prior to the due date for proposals, to assist the Government in reducing the evaluation period.

Offeror’s shall submit a list of all contracts and subcontracts related to secure corrections/detention services completed during the past three years and all contracts currently in progress. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments and commercial customers.
Include the following information for each contract and subcontract:

(1) Name of contracting activity;
(2) Contract number;
(3) Contract type (i.e., cost reimbursement, fixed-price);
(4) Date of contract award and expiration
(5) Total contract value and per diem rate(s);
(6) Definition of contract work;
(7) Contracting Officer and telephone number;
(8) Program Manager and telephone number;
(9) Administrative Contracting Officer (if different from #7 above) and telephone number; and,
(10) List of prime contractor or major subcontractors with contact names, addresses and telephone numbers.

Corporate Experience: The offeror shall provide the following information for each contract listed above:

(1) If the contract was competitive or sole source and if the present contract was awarded as a follow-on contract.

(2) Identify any change orders/modifications to the contract subsequent to award, the basis of the change and the dollar value.

(3) Identify if the operation has been accredited by the ACA, JCAHO and/or other professional organizations and the date of each accreditation.

(4) In a brief narrative, describe the extent to which the contract was/is similar to the requirements identified by this RFP (i.e., population quantity, population security level, size and complexity of staff compliment, quality control approach). A technical description sufficient to permit assessment must be provided to support the similarity.

(5) Provide data representing the number of occurrences for the following listed incidents:

(1) Escape;
(2) Food/Work Strike;
(3) Disturbances involving ten offenders or more

(6) Provide information on problems encountered on the identified contracts and the corrective action taken.

L.6 FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal agencies for copies of Technical and Business Proposals from other than Government sources.
The offeror should identify information in its proposals the offeror believes should be withheld from these sources, on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA).

This identification will assist in the decision by a responsible Federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal:

“Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages ______.”

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is considered confidential privileged, and not subject to mandatory disclosure under the FOIA.

All information in an offeror’s proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

L.7 DISPOSITION OF PROPOSALS

Following selection of the successful contractor and contract award, unsuccessful proposals will be disposed of by retaining one copy at the contracting office having issued the solicitation and destruction by shredding the remaining copies.
SECTION M
EVALUATION FACTORS FOR AWARD

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

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M.2 EVALUATION FACTORS FOR AWARD

Award will be made to the responsible offeror whose offer, conforming to this RFP is found to be most advantageous to the Government. Although price will be evaluated, the Government reserves the right to award contract(s) under this solicitation, to the offer(s) who can accomplish the requirement set forth in the solicitation and represent the best overall value to the Government.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The overall relative importance of the evaluation criteria is listed below in descending order:

1. Technical Proposal
2. Past Performance and Experience
3. Facility Location
4. Price
5. Small Business Evaluation

1. TECHNICAL PROPOSAL:

Technical proposals will be evaluated to determine the soundness and anticipated effectiveness of the offeror’s approach to performing the tasks identified in Section L of the RFP.

2. PAST PERFORMANCE AND EXPERIENCE:

Each offeror will be evaluated on its performance under existing and prior contracts for similar services. Performance information will be used in evaluating proposals and for responsibility
determinations. The evaluation will focus on information which demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offerer may be contacted.

Information utilized may be obtained from the references listed in the proposal, other customers known to the Government or of whom it becomes aware, consumer protection organizations, and any others who may have useful and relevant information. Information may also be considered regarding significant subcontractors, corporate personnel and essential personnel.

Past Performance will be examined to ensure corrective measures have been implemented where problems in performance have occurred. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Past performance will be evaluated to determine the level of quality, business relations and customer satisfaction the offerer has delivered during its performance of prior and existing contracts for similar services (e.g. accreditation of operation, quality control of services delivered, responding to and resolving potential problems, etc.).

3. FACILITY LOCATION:

The facility shall be located within the USMS Southern District of California. A facility located closer to the U.S. Courthouse, 333 W. Broadway, San Diego, California, 92101, will receive more consideration.

4. SMALL BUSINESS EVALUATION:

The government will evaluate the small business subcontracting plan based on information submitted from Section J, Attachment 8.

5. PRICE:

In the evaluation of price, the offeror proposing the lowest price will receive the maximum points available under the Cost to the Government (price) factor. The second lowest offeror’s price will be divided into the lowest offeror’s price to establish a percentage. The percentage will be multiplied by the maximum available points allotted to the price factor. For evaluation purposes, price is defined as the offerer’s proposed price plus the offerer’s proposed fixed incremental unit price.

M.4 DISCUSSIONS

Offerors are advised that if the decision is made that award cannot be made on initial proposals, the Government shall conduct discussions. The Contracting Officer will determine the method of discussions, either written or oral.