CONTRACT AWARD

1. CONTRACT NUMBER: ODT-9-C-0001
2. EFFECTIVE DATE: 10/1/08
3. SOLICITATION NUMBER: ODT-8-R-0001
4. REQUISITION/PROJECT NUMBER: Arizona
5. ISSUED BY: United States Department of Justice
   Office of the Federal Detention Trustee
   4601 North Fairfax Drive, Suite 910
   Arlington, VA 22203
6. ADMINISTERED BY (If other than item 5):
   Same as Block 5
7. NAME AND ADDRESS OF CONTRACTOR:
   Corrections Corporation of America
   10 Burton Hills Boulevard
   Nashville, TN 37215
8. PAYMENT WILL BE MADE BY:
   United States Marshall Service
   District of Arizona
9A. DUNS NUMBER: 159734151
9B. TAXPAYER'S IDENTIFICATION NO.: 621763875
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO:
    ITEM 5 □ ITEM 6 □ ITEM 8 □ OTHER (Specify)

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12. BRIEF DESCRIPTION

Contract performance requires the management and operation of a Contractor owned and operated detention facility for federal prisoners, has outlined in Section C of this document.

13. TOTAL AMOUNT OF CONTRACT

$124,221,549.00

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

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

A. UNITED STATES OF AMERICA (Signature of Contracting Officer)

[Signatures]

E. DATE: 9-25-08

OPTIONAL FORM 307 (9-97)

Prescribed by GSA - FAR (48 CFR) 53.215-1

AUTHORIZED FOR LOCAL REPRODUCTION
# UNITED STATES MARSHALS SERVICE PERFORMANCE WORK STATEMENT (PWS)
## COMPREHENSIVE DETENTION SERVICES
Revised September 23, 2008 DISTRICT OF ARIZONA

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C.1 Definitions/Acronyms


ALDF: Performance-Based Standards for Adult Detention Facilities

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

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

BOOKING: It is a procedure for the admission of an USMS Prisoner or 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 prisoners or 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 prisoners or detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

FPBDS: Federal Performance Based Detention Standards

GRIEVANCE: A written complaint filed by a prisoner or 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 prisoners or 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 prisoners or detainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.
SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control prisoners or 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 prisoners or detainees.

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

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

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

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

WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.
C.2 Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal prisoners or detainees. The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing or hearings. The USMS and the Office of the Federal Detention Trustee (OFDT) 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 prisoners or detainees at the facility.

The contractor's facilities shall be provided to accommodate a minimum of 3200 USMS Federal Prisoners and up to 600 ICE Detainees. The USMS prisoners and ICE detainees shall not comingle or be housed in the same housing area. The contractor shall accommodate female Federal Prisoners and Detainees in the number of 320. The facilities shall also be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.). In addition, the institution shall include special housing units with a capacity of at least 10 percent of the detainee's beds at the facility.

The ICE COTR shall have direct oversight of the contractor's work performance; ensure compliance with the ICE National Detention Standards; invoice payment as it relates to the ICE detainee beds.

The facility shall have six (6) sound proof video conferencing stations that permit prisoners and their attorneys to communicate in a secure manner which preserve the confidentiality of the attorney-client relationship and allow medical consultations.

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

C.2.1 General

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

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

Unless specified, the Contractor is required to perform in accordance with the most current editions of the Federal Performance-Based Detention Standards (www.usdoj.gov/ofdt/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 (current edition).

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

Accomplishment of some ACA standards is augmented by the 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 COTR to assume some of those responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to approve any action which would result in additional charges to the Government. All such changes must be made in writing by the CO.

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

The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.
The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the United States Government, the DOJ and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

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

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

The contractor, 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, COTR, or their designee. Any inquiries regarding any inmate or other matter related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the USMS 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.2.2 Quality Control
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 must provide a Quality Control Plan (QCP) as part of their proposal. The CO will notify the Contractor of acceptance or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start date. The NTP will be contingent upon government approval of the QCP. FPBDS Administration/Management Section – A.2.

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

C.2.3 Quality Assurance

The Government quality assurance 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 Assurance (QA) Program 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 COTR addressing corrective/preventive actions taken. The COTR 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 COTR will be designated subsequent to contract award and a delegation of COTR 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.

C.3 Administration and Management

C.3.1 Information System

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

C.3.2 Receiving and Discharge of Prisoners or Detainees
The Contractor shall comply with the FPBDS on Admission and Release when entering prisoner or detainee admission and release data. The contractor shall develop a policy to prevent the introduction of contraband upon admission to or release from the facility or to other authorities. The policy shall be certified by the Corporate Counsel to ensure it is consistent with state, local and federal laws prior to submission to the Contract Officer for approval.

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

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

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

C.3.3 Manage and Account for Prisoner or Detainee Assets

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

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

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

Federal Bureau of Prisons
(Insert valid committed inmate name)
(Insert inmate 8 digit registry number)
P.O. Box 474701
Des Moines, Iowa 50947-0001
Transfer of prisoner or 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 prisoner or detainee is to be released from USMS' custody, the contractor shall release all prisoner or detainee funds prior to prisoner or detainee's release from the facility. FPBDS Administration/Management Section - A.5.

C.4 Security/Control/Prisoner or Detainee Accountability

C.4.1 Facility Security

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

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

C.4.2 Incident Reporting

The Contractor shall immediately report all criminal activity related to the performance of this contract to the local law enforcement investigative agency. The Contractor shall immediately report all serious incidents to the COTR. Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, sexual assault/abuse, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force, assaults on staff/prisoners or detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape; any security breaches weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents if a prisoner or detainee is in the vehicle resulting in injuries, death or property damage; and sexual assaults.

The Contractor shall provide a safe, secure, and humane environment for alleged victims of sexual assaults and prisoners or detainees undergoing mental health treatment for sexual assault.

Federal Law has increased the penalties and expanded jurisdiction for sexual relations/abuse offenses in correctional facilities. The contractor shall review Title 18, USC - 2241, 2242, 2243 and 2244, as sexual conduct between corrections staff and inmates are considered a felony and punishable under United State Codes.
The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations.

C.4.2a Prisoner Rape Elimination Act (PREA)

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

C.4.3 Detainee Disciplinary Policy

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

C.4.4 Prisoner or Detainee Accountability

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

C.4.4.a Prisoner or Detainee Separation

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 the 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.4.5 Transportation and Outside Guard Services

I. Objectives

The contractor shall be required to provide armed guards and transportation services as required by the United States Marshals Service (USMS), to transport prisoners or detainees to and from hospitals, medical visits/appointments, detention facilities, JPATS sites within the contract district.

The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer immediately upon notification of prisoner or detainee admission to the hospital facility. The prisoner or 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/COTR.
a. The Contractor shall furnish the necessary security personnel, equipment, direct real time
communication between transport vehicles and the contractor’s Transportation
Coordinator/Supervisor assigned to the Duty Post at the Tucson USMS Cellblock during the
establish cellblock operating hours. The contractor shall have secured transportation vehicles to
provide for the protection and safekeeping of persons held under the authority of any United
States statute including the detention of persons who are non-resident or non-citizens of the
United States.

b. The contractor shall guard Federal prisoners or detainees confined to a medical facility for
treatment as required. The contractor shall advise the USMS of any HIGH RISK prisoner
transportation moves and/or any JUVENILE transportation moves prior to transport.

c. Transport/Escort Federal Prisoner to and from local medical facilities for evaluation and treatment
by physicians.

d. Transport/Escort Federal prisoners to and from physicians’ offices or for treatment in hospitals.

e. Escorting Federal prisoners to other areas of the medical facility or hospital for treatment, test, etc.

f. Transporting/Escorting Federal prisoners between Federal and non Federal detention facilities
(hereinafter) referred to simply as detention facilities, the Federal Courthouse -USMS cellblock
and/or and other location in the District of Arizona as requested by the USMS.

g. Transporting/Escorting Federal prisoners between detention facilities.

h. Transporting/Escorting Federal prisoners between detention facilities and the Justice Prisoner Alien
Transportation System (JPATS) airlift site.

i. Provide guard services within Federal Courthouse, Federal buildings and the USMS cellblock.

1. Provide perimeter security at the contact facility.

II General Requirements

a. The contractor shall provide adequate secured custody of prisoners and requires physical control
of the prisoner at all times. The physical control of prisoner exercised by the contractor shall be
sufficient to prevent escape, especially when the prisoners are not contained within the confines
of a holding facility (cell) and/or restrained through the use restraining devices. The contractor is
responsible for maintaining constant guard, physical control and observation of the prisoner(s) at
all times.

b. The contractor shall accept all Federal prisoners offered for custody, confinement, transport,
escort or protection, for the USMS, as directed by the COTR or designee. The contractor shall accept Federal prisoners at any time, day or night, and any day of the week.

c. The contractor's personnel shall be armed unless otherwise directed by the United States Marshal or his designee. (b)(7)(E) guards will be required when transporting prisoners.

d. In the event of an escape or attempt escape, the United States Marshal, Duty Supervisor, or COTR must be notified IMMEDIATELY.

e. Guards/Security personnel are not employees of the United States Government and shall not represent themselves to be employees of the Federal Government.

f. USMS facilities that are offered for use to USMS employees are not authorized to be used by Contractor personnel (i.e., fitness center, parking facilities, etc.).

g. The contractor shall provide conspicuous identification for all personnel utilized in the security, guarding, transporting or escorting of Federal prisoners. While performing all duties, guards shall wear the same uniforms as the contractor's Correctional Officers, unless otherwise directed by the COTR.

h. Guards must be physically fit and medically able to perform efficiently and safely the full range of guard duties. Their general physical condition must in no way involve any defect which might become a hazard to themselves or others.

i. The contractor shall be responsible for orientation of employees to be utilized in providing the service herein described. The orientation must be sufficient to ensure all employees understand and are capable of performing the duties outlined in the terms and conditions of this contract.

j. Any information provided to the Contractor regarding prisoners being guarded, transported, or escorted shall be treated as confidential and shall not be divulged to anyone except the COTR and/or his designee, except as otherwise provided for by State or Federal Law.

k. The contractor shall provide a point of contact twenty-four hours a day, seven days a week. The COTR shall be provided with a telephone number for use in contacting the Contractor's operational desk at any time of the day or night.

m. The contractor shall provide a duty roster for all employees assigned to a specific detail. The roster shall be used for reporting the signature for each employee reporting for duty. The duty roster shall be submitted to the COTR by the contractor upon request and shall be maintained for a minimum period of one year. If required to perform hospital guard details, supervisory personnel shall perform an unannounced personal contact visit with the assigned hospital guards (s) at least once per shift and the inspection shall be recorded & maintained in the Hospital Guard Activity Log. Any and all activities that occur during that employee's shift relative to a specific prisoner are
to be recorded in the Hospital Guard Activity Log. The Hospital Guard Log shall be created and maintain by the contractor. The USMS/COTR shall approve the use and format of contractor's Hospital Guard Activity Log. Supervisory personnel shall make on-the-spot corrections for minor deficiencies and report major discrepancies to both the Contractor and the COTR.

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

III Specific Requirements

1. All guards shall refrain from the intake of alcoholic beverages a minimum of eight hours prior reporting for duty. No alcoholic beverages or other intoxicants will be consumed while on duty.

2. The contractor may assume under normal circumstances that two guards per prisoner detail shall be sufficient for purposes of maintaining security. However, the COTR shall have the authority to determine when and if more or less than two (2) guards are necessary, and the contractor shall comply with this determination. For hospital guard details, at least one (1) guard will be of the same gender as the prisoner in custody. Additionally, the Contractor shall provide at least one (1) Spanish speaking guard, when possible, if the patient prisoner is of the Hispanic race and speaks little or no English.

3. The Contractor shall be notified by the COTR or his designee of any special instructions concerning the handling or transportation of prisoners or detaineers. Under no circumstances shall any prisoner, be allowed to have visitors or outside contacts, make/receive telephone calls, or use any other electronic means of communication not approved by the United States Marshal of COTR and/or his designee. Hospital visitation by family and friends of patient prisoners shall not be permitted. The United States Marshal may authorize visits by family members under certain circumstances such as terminal or major illness. During such cases, security procedures still apply. Patient prisoners are not allowed to receive money and/or commodities, parcels, packages, mail and/or correspondence. Any such items received at the hospital will be delivered to the USMS for security inspection and clearance.

4. The Contractor shall provide other guard services as may be necessitated by operational circumstances or as directed by the United States Marshal or COTR. Such services may include assisting Deputy U.S. Marshal in transporting/escorting Federal prisoners between detention facilities and the Federal Courthouse – USMS cellblock and/or any location in the District of Arizona as requested by the USMS which shall include transporting/escorting prisoners between detention facilities and the JPATS airlift site, transporting/escorting prisoners between detention facilities and medical appointments/treatment, transporting/escorting prisoners to medical facilities or hospitals, or assisting in providing guard services within the Federal Courthouse and Federal
5. The Contractor shall be responsible for the purchase of guard handguns and related equipment at no cost to the Federal Government. The use and approval of the type of handguns will only be approved by the COTR or his designee. Guards may use personally owned handgun. However, all guard handguns and holsters will meet the following minimum criteria:

1. **Revolvers:**
   a. Double-action, containing an internal hammer drop safety feature that is overcome when the trigger is pulled in such a manner as to fire the firearm.
   b. Six shot minimum capacity.
   c. .38 caliber or larger (.357 is only magnum authorized).

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

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

The retention device cannot require that the user insert his or her finger into the trigger guard to release the weapon.
6. Contractor shall test each guard semi-annually to determine his/her weapons handling proficiency. The course of fire is 210 out of a possible 300 (70%) points for primary duty handguns (USMS Policy Directive No. 2.51 FIREARMS). Retesting should occur within 60 days prior to the anniversary of the original tests. An individual shall be deemed ineligible to serve as an armed guard unless he/she successfully passes the weapons proficiency test. Upon successful completion of the test, the Contractor shall submit all weapons proficiency certifications to the COTR. The USMS shall not reimburse nor shall the Contractor bill for any hours or related costs associated with the weapons proficiency testing. The contractor shall ensure that each guard is familiar with and adheres to the DOJ/USMS Use of Force (USMS Policy Directive No. 8.31 FUGITIVE INVESTIGATIONS - USE OF FORCE model, Revised June 29, 2005). The contractor shall ensure that each guard reviews the DOJ/USMS Use of Force policy semi-annually to coincide with semi-annual firearms qualifications. All proficiency certifications of compliance will be submitted to the COTR.

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

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

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

10. The Contractor shall comply with the requirements of the State of Arizona. Supervisors and guards will have current guard registration cards or certification, or bona fide law enforcement agency identification. All armed guards will have and maintain a current permit or State certification authorizing them to carry a firearm.
11. Guards shall have the following minimum qualifications:

   a. Be 21 years or older.
   b. Speak, read, and write English.
   c. Possess a valid driver's license.
   d. Be emotionally stable with no past history of emotional or mental illness.
   e. Present a respectable appearance and adhere to reasonable grooming standards as determined by the USMS.
   f. Be free of misdemeanor or greater convictions for crimes of violence (Lautenberg Statute).
   g. Currently not under any court restraining order.
   h. Free from alcohol and drug dependency.
   i. Free of illegal drug use.
   j. Trained and qualified in the use of an approved handgun.
   k. Trained and qualified to carry Oleoresin Capsicum (OC) aerosols if applicable.
   l. Physically able to perform the full range of duties without limitations as described in the Performance Work Statement.

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

C.4.6 Escapes

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

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

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

C.4.7 Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; prisoner or detainee threats domestic terrorist groups; tracking of prisoners or detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; prisoner or detainee financial information; prisoner or detainee telephone calls; visiting room activity; and actions of high profile prisoners or detainees. The Contractor shall share all intelligence information with the Federal Government.
C.4.8 Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards.

The Contractor’s Quality Control Program shall meet the requirements of FPBDS Administration/Management Section – A.2.

C.4.9 Institutional Emergency Readiness

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 COTR prior to implementation and shall not be modified without the written concurrence of the COTR. 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 30 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure location outside the secure perimeter of the facility. 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. FPBDS Security and Control Section – C.14.

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

The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal government (USMS Policy Directive No. 8.31 FUGITIVE INVESTIGATION – USE OF FORCE, Revised June 29, 2005) and the FPBDS Use of Force.

C.5 Workforce Integrity

C.5.1 Facility Staff

It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of professionalism and personal integrity.
The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on the reporting and investigating Standards of Conduct violations. FPBDS Workforce Integrity Section – H.

C.5.2 Staff Resources

The Contractor shall establish an overall written training program for all employees which incorporates, at a minimum, the training requirements set forth in the ACA standards and the 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. FPBDS Workforce Integrity Section – H.2.

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 COTR for review and approval prior to implementation. FPBDS Workforce Integrity Section – H.2.

C.5.3 Personnel Requirements

The contractor shall develop and maintain a Personnel Policy Manual specific to this contract. FPBDS Workforce Integrity Section – H.
C.5.3.1 Employment Procedures

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

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

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

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

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

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

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

Contractor responsibilities subsequent to EOD date:

16. 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 COTR 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 COTR. Upon receipt, review and resolution of any derogatory information contained in the reinvestment report, the Warden shall forward to the USMS COTR 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 Guidelines of Acceptability for the USMS Contract Jails in Section J 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 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.
C.5.3.2 Waivers
If the applicant does not meet the USMS’ Guidelines of Acceptability, and is still a desirable employee, the contractor may request a written waiver to the Guidelines, submitted to the USMS COTR, which includes:

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

C.5.3.3 Other Requirements
The contractor must ensure all employment practices are in accordance with U.S. Department of Labor requirements in addition to state and local requirements. Contractors are advised that the following labor requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract Act–Price Adjustment (Multiple Year and Option Contracts).

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

The contractor shall not employ any individual who is not a United States citizen unless otherwise approved by the USMS COTR. 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.

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

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

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

The contractor shall maintain verification of training and experience which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual’s performance under the contract.
C.5.3.4 Employment Agreement

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

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

C.5.3.5 Staffing

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

Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS. The Project Coordinator shall be 100% dedicated to the current USMS contract.

Warden(s) - 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 detention or corrections with experience in the management of a detention or correctional facility at the Associate Warden level or above.
Associate Warden(s) - 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 corrections with experience in the management of a detention or correctional facility at the level of mid-management.

Transportation Supervisor/Coordinator – Shall be on-site at the Courthouse or as directed by the United States Marshals Service. 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 5-10 years management experience in prisoner transportation services.

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

Administrator, Religious Services
Unit Management Team
Chief, Detention/Correctional Services
Computer Services Manager
Detention/Correctional Shift Supervisors
Intelligence Officer
Facilities Manager/Administrator
Food Service Administrator
Inmate Systems/Records Office Manager

Medical Services Administrator
Quality Control Specialist
Safety/Environmental Specialist

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

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

The Contractor shall provide to the COTR the facility's staffing plan and report monthly any and all expected and existing vacancies. The initial operating staffing plan shall be maintained throughout the term of the contract which depicts the number, type and distribution of staff. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO for approval prior to implementation. The Contractor's failure to submit to the COTR their annual vacancy status report and written requests for staffing plan changes may result in a deduction on the invoice. The USMS may calculate the deduction retroactive to day one of the vacancy, excluding the days for the USMS' conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.
C.5.3.5a Personnel

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 shall be submitted to the Contract Officer (CO) for approval prior to implementation. The staffing levels shall be at times 100% of the approved staffing plan.

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

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

C.5.3.5b Key Personnel

All key personnel are full-time employees. They work on-site at the facility except for the Transportation 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 COTR/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 four (4) key personnel positions. They are the Warden, Associate Warden, Project Coordinator 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 COTR/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.5.3.5c Detention Services Support

Background: USMS detention operations have had to respond to the large number of new prisoners, which have been apprehended. To manage the unprecedented volume of prisoners, a detention infrastructure was developed and has been continually expanded to meet the challenge of housing these increasing numbers of prisoners. A greater number of non-federal jail beds have been used, which has
resulted in the increase of detention costs. The USMS offices in the District of Arizona are clearly in need of support to meet the increased demands of the current caseload. This support is the area of the sentence to commitment phase.

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 Prisoner Tracking System (PTS).
- Updating prisoner statuses in the PTS system to reflect their phase in the designation process;
- Generating Prisoner Intake Form (USM-129), Personal History Form (USM-312) and other entries as deemed necessary by the USMS.
- Processing designations received by and submitting requests for Prisoner Movement (Form 106) to the Justice Prisoner and Alien Transportation System (JPATS).

(USMS Prisoner Services will provide training in the use of PTS)

**Personnel:** Contractor will assign a maximum of personnel, from the current 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.

**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.

**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.

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

**C.5.3.5.1 Subcontractors**

**Definitions:**

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

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

The contractor shall develop written procedures for the security and supervision of subcontractors that work on this contract. The procedures shall include record keeping, identification badges and escort protocols. The contractor shall include these procedures in the contractor's personnel procedures manual. The contractor shall complete steps 1-13, as outlined in Employment Procedures (See Section C.5.3.1) for each full-time subcontractor.
The contractor, at a minimum, must complete the following for all part-time subcontractors:

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

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

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

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

C.5.3.5.2 Volunteers

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

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

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

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

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

Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to approve all volunteers who have contact with federal detainees under the terms of this contract.
C.5.4 Standards of Conduct

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

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

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

C.6. Health Care Services

C.6.1 Health Care Services Program

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

C.6.2 Health Care Service Providers

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

C.6.3 Facility Health Care Services to Prisoners or Detainees

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

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

The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided by off-premises health care providers. The contractor shall direct all off-premises health care providers to submit bills for USMS' 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 COTR or designee in consultation with OIMS to ensure consistency with USMS' Prisoner Health Care Standards. If a USMS' National Managed Care System is established, pre-authorization will be handled through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for the unauthorized medical care. Outside emergency care requires a confirmatory notification the next business day to the USMS' District Office.

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

- 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
- Receiving screening;
- Health appraisal examination;
- Daily triage of complaints;
- Sick call procedures;
• Special medical programs and services for, but not limited to, prisoners or detainees with chronic needs or requiring convalescent care;
• Mental health care;
• Staffing/health care specialists;
• Ancillary services including radiology, laboratory, etc.;
• Routine dental services;
• Pharmaceutical services and supplies;
• Durable medical equipment;
• Pre-authorized optometry services;
• Health education;
• Medical diets;
• Infectious disease surveillance and control;
• Quality improvement program;
• Video conferencing for medical consultations.

C.6.4 Prisoner or Detainee Health Records

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

C.6.5 Dental Care Services to Prisoners or Detainees

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

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

All new prisoners or detainees will receive an initial mental health/psychological screening within 24 hours of arrival at the facility. The Contractor will ensure that prisoners or detainees have access to psychological/psychiatric services and employ appropriate intervention measures for prisoners or detainees determined to have urgent mental health related needs, to include suicide watch as ordered. The contractor must immediately notify the U.S. Marshal Service when the contractor has significant concerns related to a prisoner's mental health status. The contractor shall submit their plan as to how they will manage mental health prisoners at the facility. FPBDS Health Care Section – B.1.4, B.1.5, & B.1.5e.
C.6.7 Suicide Prevention Program

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

C.6.8 Infectious Disease Prevention and Control Program

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

C.6.9 Prisoner or Detainee Death

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

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

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. All costs associated with an autopsy are normally the responsibility of the coroner’s office. The government is financially responsible for preparation and shipment of the body (if required) to the appropriate next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the prisoners or detainees’ country of legal residence. FPBDS Health Care Section – B.8.

C.7 Food Service
The Contractor shall provide prisoners or detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing and managing resources to meet the operational needs of the food service program.

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

C.8 Prisoner or Detainee Services and Programs

C.8.1 Prisoner or Detainee Mail and Correspondence Service

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

C.8.1a Prisoner or Detainee Visitation

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

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

The contractor shall have procedures and policy to clear all visitors, including attorneys prior to those individuals visiting the prisoners or detainees. The contractor shall not allow any hospital/medical, media visitation without the prior written approval of the USMS.

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

C.8.2 Multi-Denominational Religious Services Program

The Contractor shall ensure of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the FPBDS on Religious Practices. FPBDS Religious Practices Section – G.2.
C.8.3 Prisoner or Detainee Recreation Program

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

C.8.4 Commissary

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

The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit prisoners or detainees at the facility. Any expenditure of funds for this purpose shall only be made after approval by the COTR or CO.

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

C.8.5 Prisoner or Detainee Telephone System

Provide prisoners or detainees with reasonable and equitable access to telephones as specified in the FPBDS on Telephone Access. If authorized to do so under applicable law, the Contractor shall monitor and record prisoners or detainees' conversations. If prisoners or detainees' telephone conversations can be monitored under applicable law, the Contractor shall provide notice to prisoners or detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for prisoners or 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 prisoners or detainees' 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 prisoners or detainees' telephone system. The contractor shall also provide copies of all invoices and other documentation of expenses incurred and incomes received in regards to the prisoners or detainees' telephone system with its monthly request for contract payment and apply the credit against the monthly payment. FPBDS Services and Programs Section – G.8.
C.8.6 Prisoner or Detainee Work Program

Prisoner or detainee labor shall be used in accordance with the prisoner or detainee work plan developed by the Contractor and approved by the USMS. The prisoner or detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. USMS' prisoners or detainees may not be required to work. USMS' prisoners or detainees may volunteer to work within the secure confines of the contract facility if they sign a waiver of their right not to work. USMS prisoners or detainees with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state or federal agencies will not be considered for the volunteer program. USMS' prisoners or 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 or detainees are restricted from operating equipment that may expose the prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens or other inmates.

USMS prisoners or detainees will not have access to prisoner or employee records. In addition, the contractor will ensure that prisoners or detainees who volunteer to work are denied access to prescription medications.

USMS prisoners or detainees must obtain required medical clearances before working in the food service areas. The prisoners or detainees work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. Prisoners or 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 or detainees workers as appropriate. Prisoners or 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.

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

C.8.7 Special Needs of the Female Prisoners or Detainees Population

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

C.8.8 Law Library
The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the FPBDS.

Prisoners or detainees shall be assisted in making confidential contact with attorneys and their authorized representatives. Such contact shall include, but not limited to, telephone communications, uncensored correspondence, and legal visits.  

C.8.9 Translators and Bilingual Staffing

When the federal prisoner or 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 federal prisoners or detainees who do not speak or comprehend the English language is with the contractor. Other than emergency situations, federal prisoners or detainees shall not be used for translation services.

C.9 Physical Plant

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

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

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

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

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

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

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 prisoner or detainee, visitors, or any third party. If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.
A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes. The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.

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

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

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 or detainees 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's staff use.
PART I - THE SCHEDULE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES

(a) NONPERSONAL SERVICES

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

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

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

(b) PRICING INSTRUCTIONS

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

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

Accordingly, years two, three, four and five of the base are subject to cancellation in the event funds are not available. The cancellation ceilings for the base period years are as follows:

- Year 2 - 30% of the Total Base Period Price
- Year 3 - 15% of the Total Base Period Price
- Year 4 - 15% of the Total Base Period Price
- Year 5 - 15% of the Total Base Period Price

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

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

**Five Year Base Period:** For the base period, offeror must submit one fixed price. The price will be for providing all services as required by the RFP for an Average Daily Population (ADP) aggregated monthly at 3200 prisoners as stated in the individual schedules. Monthly payment shall be based upon the contractor's fixed price divided by 60 (the number of months within the performance period).

**Fixed Incremental Unit Price** - Offeror must submit an incremental unit price which will apply only when the daily population exceeds 3200 to 3900 of the designated bed space.

**Option Periods** - Offeror must follow the directions provided above for each option period. Monthly payment will be based upon the contractor's fixed price divided by 60 (the number of months within the option performance period).

See attached Pricing Schedules.