

**CONTRACT AWARD**

PAGE 1 OF 1 PAGES

1. CONTRACT NUMBER ODT-7-C-0002		2. EFFECTIVE DATE 1/1/07		3. SOLICITATION NUMBER ODT-6-R-0007		4. REQUISITION/PROJECT NUMBER	
5. ISSUED BY CODE Office of the Federal Detention Trustee 4601 North Fairfax Drive, Suite 910 Arlington, Virginia 22203				6. ADMINISTERED BY (If other than item 5) CODE See Box 5			
7. NAME AND ADDRESS OF CONTRACTOR CODE Corrections Corporation of America 10 Burton Hills Boulevard Nashville, Tennessee 37215				8. PAYMENT WILL BE MADE BY See Box 5			
9A. DUNS NUMBER 159734151		9B. TAXPAYER'S IDENTIFICATION NO. 62-1763875		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO <input checked="" type="checkbox"/> ITEM 5 <input type="checkbox"/> ITEM 6 <input type="checkbox"/> ITEM 8 <input type="checkbox"/> OTHER (Specify)			

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	4
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	32	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	8
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	NA
X	G	CONTRACT ADMINISTRATION DATA	2		M	EVALUATION FACTORS FOR AWARD	NA
X	H	SPECIAL CONTRACT REQUIREMENTS	1				

**12. BRIEF DESCRIPTION**

Comprehensive detention services at USMS Leavenworth Detention Center located at Leavenworth, Kansas.

**13. TOTAL AMOUNT OF CONTRACT**

**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.

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

B. SIGNATURE OF PERSON AUTHORIZED TO SIGN

C. NAME OF SIGNER

Damon Hininger

D. TITLE OF SIGNER

Vice President, Federal Customer Relations

E. DATE

1/29/2007

**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)

B. NAME OF CONTRACTING OFFICER

Scott Stermer

C. DATE

**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 (equivalent to 75% of designated federal bed space) 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 75% of the designated bed space which is 602. Population will not exceed 115% of the designated bed space except in an emergency situation as declared by the USMS.

**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 an option performance period).

**DESIGNATED FEDERAL POPULATION 602 PRISONERS (BASE PERIOD)**

Performance Period	Fixed Price Operation ADP of 602	Incremental Unit Price Per Detainee Day
Line Item 0001a ✓ Notice To Proceed - Month 12	(b) (4)	(b) (4)
Line Item 0001b ✓ Month 13 - Month 24	(b) (4)	(b) (4)
Line Item 0001c ✓ Month 25 - Month 36	(b) (4)	(b) (4)
Line Item 0001d Month 37 - Month 48	(b) (4)	(b) (4)
Line Item 0001e Month 49 - Month 60	(b) (4)	(b) (4)

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0002	(b) (4)				

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for any purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.445/mi.]

**TOTAL ESTIMATED COST FOR THE BASE PERIOD**

**\$ 169,805,302.25**

**DESIGNATED FEDERAL POPULATION 602 PRISONERS (OPTION PERIOD ONE)**

Performance Period	Fixed Price Operation ADP of 602	Incremental Unit Price Per Detainee Day 603-1087
Line Item 1001a Month 61 - Month 72	(b) (4)	(b) (4)
Line Item 1001b Month 73 - Month 84	(b) (4)	(b) (4)
Line Item 1001c Month 85 - Month 96	(b) (4)	(b) (4)
Line Item 1001d Month 97 - Month 108	(b) (4)	(b) (4)
Line Item 1001e Month 109 - Month 120	(b) (4)	(b) (4)

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1002	(b) (4)				

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.445/mi.]

TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD

\$ (b) (4)

TOTAL ESTIMATED COST FOR THE BASE AND OPTION PERIOD

TOTAL AGGREGATE AMOUNT \$ (b) (4)

DESIGNATED FEDERAL POPULATION 602 PRISONERS (OPTION PERIOD TWO)

Performance of Period	Fixed Price Operation ADP of 602	Incremental Unit Price Per Detainee Day 603-1087
Line Item 2001a Month 121 - Month 132	(b) (4)	(b) (4)
Line Item 2001b Month 133 - Month 144	(b) (4)	(b) (4)
Line Item 2001c Month 145 - Month 156	(b) (4)	(b) (4)
Line Item 2001d Month 157 - Month 168	(b) (4)	(b) (4)
Line Item 2001e Month 169 - Month 180	(b) (4)	(b) (4)

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2002	(b) (4)				

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.445/mi.]

TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD

\$ (b) (4)

TOTAL ESTIMATED COST FOR THE BASE AND SUBSEQUENT OPTION PERIODS

TOTAL AGGREGATE AMOUNT \$ (b) (4)

DESIGNATED FEDERAL POPULATION 602 PRISONERS (OPTION PERIOD THREE)

Performance of Period	Fixed Price Operation ADP of 602	Incremental Unit Price Per Detainee Day 603-1087
Line Item 3001a Month 181 - Month 192	(b) (4)	(b) (4)
Line Item 3001b Month 183 - Month 204	(b) (4)	(b) (4)
Line Item 3001c Month 205 - Month 216	(b) (4)	(b) (4)
Line Item 3001d Month 217 - Month 228	(b) (4)	(b) (4)
Line Item 3001e Month 229 - Month 240	(b) (4)	(b) (4)

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3002	(b) (4)				

[These hours are for guard services per prisoner, while prisoner is outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved GSA POV Mileage Reimbursement rate, which is currently \$0.445/mi.]

TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD

\$ (b) (4) \_\_\_\_\_

TOTAL ESTIMATED COST FOR THE BASE AND SUBSEQUENT OPTION PERIODS

TOTAL AGGREGATE AMOUNT \$ (b) (4) \_\_\_\_\_

**SECTION C -- OFDT PROPOSED PERFORMANCE WORK STATEMENT (PWS)  
FOR  
COMPREHENSIVE DETENTION SERVICES  
USMS LEAVENWORTH DETENTION CENTER  
LEAVENWORTH, KANSAS**

**TABLE OF CONTENTS**

**SECTION      TITLE**

C.1	Definitions/Acronyms .....	3
	C.2 Introduction .....	8
	C.2.1 General .....	9
	C.2.2 Quality Control .....	11
	C.2.3 Quality Assurance .....	11
	C.2.4 Failure to Perform Required Services.....	12
	C.2.5 Inspection by Regulatory Agencies.....	12
	C.2.6 Performance Evaluation Meetings.....	13
C.3	Administration and Management.....	12
	C.3.1 Information System .....	12
	C.3.2 Receiving and Discharge of Detainees .....	12
	C.3.3 Manage and Account for Detainee Assets .....	13
C.4	Security/Control/Detainee Accountability .....	13
	C.4.1 Facility Security .....	13
	C.4.2 Sexual Abuse/Assault Prevention Program.....	13
	C.4.3 Detainee Disciplinary Policy .....	14
	C.4.4 Detainee Accountability.....	14
	C.4.5 Transportation and Outside Guard Services .....	14
	C.4.6 Escapes .....	15
	C.4.7 Collect and Disseminate Intelligence Information.....	15
	C.4.8 Provide Security Inspection System.....	15
	C.4.9 Institutional Emergency Readiness .....	16
C.5	Workforce Integrity .....	16
	C.5.1 Facility Staff .....	16
	C.5.2 Staff Resources .....	17
	C.5.3 Personnel Requirements.....	17
	C.5.3.1 Employment Procedures.....	17
	C.5.3.2 Waivers .....	19
	C.5.3.3 Other Requirements.....	19
	C.5.3.4 Employment Agreement.....	19

C.5.3.5 Staffing.....	20
C.5.3.5.1 Subcontractors.....	21
C.5.3.5.2 Volunteers.....	22
C.5.4 Standards of Conduct.....	22
C.6. Health Care Services.....	23
C.6.1 Health Care Services Program.....	23
C.6.2 Health Care Service Providers.....	24
C.6.3 Facility Health Care Services to Detainees.....	28
C.6.4 Detainee Health Records.....	26
C.6.5 Dental Care Services to Detainees.....	26
C.6.6 Mental Health Services On-site to Detainees.....	26
C.6.7 Suicide Prevention Program.....	26
C.6.8 Infectious Disease Prevention and Control Program.....	26
C.6.9 Detainee Death.....	26
C.7 Food Service.....	27
C.8 Detainee Services and Programs.....	27
C.8.1 Detainee Mail and Correspondence Service.....	27
C.8.2 Multi-Denominational Religious Services Program.....	27
C.8.3 Detainee Recreation Program.....	27
C.8.4 Commissary.....	28
C.8.5 Detainee Telephone System.....	28
C.8.6 Detainee Work Program.....	28
C.8.7 Special Needs of Female Detainee Population.....	29
C.8.8 Law Library.....	29
C.8.9 Translators and Bilingual Staffing.....	29
C.9 Physical Plant.....	30

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

ACA: American Correctional Association.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough 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 Performance-Based Detention Standards (Performance-Based Detention Standards, Section J, Attachment 10).

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

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

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

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

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

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

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

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

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

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

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

OIMS: Office of Interagency Medical Services, Prisoner 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 detainees for hearings, USMS/ICE interviews, and any other location requested by the COTR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## C.2 Introduction

1  
2 This Performance Work Statement (PWS) sets forth the contract performance requirements for the  
3 management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees.  
4 The population will be individuals charged with federal offenses and detained while awaiting trial or sentencing  
5 or hearings. The Office of the Federal Detention Trustee (OFDT) on behalf of the USMS will award a contract  
6 that allows the components of the Department of Justice, including the USMS Districts of Kansas, Nebraska,  
7 Eastern Missouri, Western Missouri, South Dakota, Iowa, Bureau of Prisons (BOP), as well as the Bureau of  
8 Immigration and Customs Enforcement (ICE) of the Department of Homeland Security (DHS), to house  
9 detainees at the facility.  
10

11 *In order to use the facility, ICE and the BOP must receive prior written approval from the Contracting Officer's*  
12 *Technical Representative (COTR) with a copy to the Contracting Officer. ICE and the BOP shall issue the*  
13 *delivery orders against the contract with copies provided to the COTR and Contracting Officer (CO) after*  
14 *receiving COTR approval. Once the approval is received the contractor shall provide housing space for ICE*  
15 *and BOP's detainees. The contractor shall bill ICE and the BOP directly with copies to the COTR and CO. ICE*  
16 *and the BOP shall be responsible for payment of all invoices directly to the contractor. With 14 days notice, the*  
17 *USMS may require ICE or the BOP to relocate their detainees to other facilities.*  
18

19 The Facility shall have the capability to accommodate at least 802 detainees (male and female) at a single site.  
20 In addition, the institution shall include special housing units with a capacity of at least 10 percent of the  
21 detainee's beds at the facility.  
22

23 The facility shall be located within the District of Kansas. The facility shall also be located within appropriate  
24 proximity and access to emergency services (medical, fire protection, law enforcement, etc.).  
25

26 Within 90 days of contract award, contract performance shall begin upon written issuance of the Notice to  
27 Proceed (NTP) signed by the CO. Upon receipt of the NTP, the contractor shall immediately begin accepting  
28 detainees. The Contractor's ability to perform in accordance with the terms of the contract will be assessed  
29 prior to issuance of the Notice to Proceed (NTP). (See Section F.2)  
30

31 The initial acceptance of detainees into the facility shall be in accordance with an agreed upon plan to  
32 incrementally phase-in the detainee population. Approval for each initial increment of detainees to be admitted  
33 into the facility shall be obtained from the COTR.  
34

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

1 all the costs associated with and incurred as part of providing the services outlined in this contract.

2  
3 **C.2.1 General**

4  
5 All services and programs shall comply with the PWS and all applicable federal, state and local laws and  
6 regulations; applicable Presidential Executive Orders (E.O.), Congressional mandates, case law and Court  
7 Orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply.  
8 When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall  
9 determine the appropriate standard.

10  
11 The Government reserves its rights to conduct announced and unannounced inspections of any part of the  
12 facility at any time and by any method to assess contract compliance.

13  
14 Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current  
15 editions of the **Performance-Based Detention Standards (Section J, Attachment 10), American**  
16 **Correctional Association (ACA), Performance-Based Detention Standards for Adult Local Detention**  
17 **Facilities (ALDF), and Standards Supplement, National Commission on Correctional Health Care**  
18 **(NCCHC) Standards for Health Services in Jails (current edition).**

19  
20 The Contractor shall obtain ACA and NCCHC accreditation within 24 months of NTP and shall maintain  
21 continual compliance with all ACA standards and supplements during the performance of the contract, unless  
22 otherwise specified by the USMS. If the facility is already ACA accredited at the time of Contract Award, the  
23 offeror shall maintain accreditation for the term of the contract. Once full accreditation has been obtained, the  
24 Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods  
25 exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within  
26 24 months from the NTP may result in a reduction of the contract price.

27  
28 Accomplishment of some ACA standards is augmented by the Performance-Based Detention Standards  
29 (Section J, Attachment 10)/DOJ/USMS' policy and/or procedure. In these instances, the PWS identifies and  
30 provides direction for the enhanced requirements. In cases where other standards conflict with USMS' Policy or  
31 Standards, USMS' Policy and Standards shall prevail.

32  
33 This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with  
34 information or data. Post-award, the CO may formally designate the COTR to assume some of those  
35 responsibilities. The COTR does not have the authority to modify the stated terms of the contract nor to  
36 approve any action which would result in additional charges to the Government. All such changes must be  
37 made in writing by the CO.

38  
39 All records related to contract performance shall be retained in a retrievable format for the duration of the  
40 contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or  
41 termination of the resulting contract, transmit to the Government any records related to performance of the  
42 contract.

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

7  
8 The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government, the  
9 DOJ and its employees or agents, from and against any and all claims, demands, expenses, causes of action,  
10 judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its  
11 agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The  
12 Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any  
13 such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees  
14 incurred by the United States Government, the DOJ and its employees or agents. The Contractor's liability  
15 shall not be limited by any provision or limits of insurance set forth in the resulting contract.

16  
17 In awarding the contract, the Government does not assume any liability to third parties, nor will the Government  
18 reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or  
19 damage to property resulting in any way from the performance of the contract or any subcontract under this  
20 contract.

21  
22 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its  
23 employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining  
24 to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing.  
25 The Contractor shall cooperate with Government legal staff and/or the United States Attorney regarding any  
26 requests pertaining to federal or Contractor litigation.

27  
28 Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of  
29 the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which  
30 mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate  
31 manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of  
32 the detainee's file. The Contractor shall notify the COTR (with copy to the CO) when a member of the United  
33 States Congress or the media requests information or requests to visit the facility. The Contractor shall  
34 coordinate all public information related issues with the COTR. All press statements and releases shall be  
35 cleared, in advance, with the COTR.

36  
37 The contractor, their employees, agents, or sub-contractors shall not release any information regarding the  
38 facility population, security level, personal identifiers, or medical issues to anyone outside the USMS without  
39 express permission of the CO, COTR, or their designee. Any inquiries regarding any inmate or other matter  
40 related to the contract shall immediately be referred to the USMS. The contractor shall immediately notify the  
41 USMS of any incident where they believe information was released by their employee, agent, or sub-contractor  
42 related to a USMS' matter.

1 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees'  
2 opinions do not necessarily reflect the position of the DOJ in any public presentations they make or articles they  
3 write that relate to any aspect of contract performance or the facility operations.  
4

### 5 **C.2.2 Quality Control**

6  
7 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS  
8 are achieved. The specific requirements for the QCP are detailed in the PWS. The Contractor is responsible  
9 for management and quality control actions necessary to meet the quality standards set forth in the contract.  
10 The Contractor must provide a Quality Control Plan (QCP) as part of their proposal. The CO will notify the  
11 Contractor of acceptance or required modifications to the plan before the contract start date. The Contractor  
12 must make appropriate modifications and obtain acceptance of the plan by the CO before the contract start  
13 date. The NTP will be contingent upon CO approval of the QCP. The plan must include:  
14

- 15 A. A description of the inspection system to cover all services listed on the Performance Requirements  
16 Summary (PRS). The description must include specifics as to the areas to be inspected on a scheduled  
17 and unscheduled basis, frequency of inspections, and the title and organizational placement of the  
18 inspectors.  
19
- 20 B. A description of the methods to be used for identifying and preventing defects in the quality of service  
21 performed.  
22
- 23 C. A description of the records to be kept to document inspections and corrective or  
24 preventive actions taken. The records of inspections must be kept and made available to the COTR and  
25 CO, when requested, through the contract performance period and for the period after contract  
26 completion until final settlement of any claims under this contract.  
27

### 28 **C.2.3 Quality Assurance**

29  
30 The Government quality assurance is comprised of the various functions, including inspection performed by the  
31 Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The  
32 Government's Quality Assurance (QA) Program is not a substitute for quality control by the Contractor.  
33

34 Each phase of the services rendered under this contract is subject to Government inspection both during the  
35 Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory  
36 condition(s), the Contractor shall submit a written report to the COTR addressing corrective/preventive actions  
37 taken. The COTR must check the Contractor's performance and document any non-compliance, but only the  
38 CO may take formal action against the Contractor for unsatisfactory performance. The COTR will be designated  
39 subsequent to contract award and a delegation of COTR duties and authority will be furnished to the  
40 Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any  
41 individual item of nonconforming service observed as specified in Section E-3 "Contractor's Failure to Perform  
42 Required Services." The Government may apply various inspection and extrapolation techniques to determine  
43 the quality of service and the total payment due.  
44

1 **C.2.4 Failure to Perform Required Services**

2  
3 The rights of the Government and remedies described in this section are in addition to all other rights and  
4 remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of  
5 Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's  
6 reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be  
7 relieved of full performance of the services hereunder and may be terminated for default based upon  
8 inadequate performance of services, even if a reduction was previously taken for any inadequate performance.  
9

10 **C.2.5 Inspection by Regulatory Agencies**

11  
12 Work described in the contract, is subject to inspection by other agencies to include federal, state and local  
13 governments. The Contractor shall participate in responding to all requests for information and inspection or  
14 review findings by regulatory agencies.  
15

16 **C.2.6 Performance Evaluation Meetings**

17  
18 The Contractor's representatives shall meet with the COTR and the CO on a regular basis as determined  
19 necessary by the CO. These meetings will provide a management level review and assessment of the  
20 Contractor's performance, a discussion and resolution of problems, and, if applicable, a draft of the Contractor's  
21 proposed invoice. A mutual effort will be made to resolve all problems identified. The Contractor's  
22 representative shall prepare written minutes of these meetings and provide them to the Government's  
23 representative within five business days.  
24

25 **Required Services**

26  
27 **C.3 Administration and Management**

28  
29 **C.3.1 Information System**

30  
31 All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ACA Standards  
32 and the Performance-Based Detention Standards (Section J, Attachment 10). Policy and procedures shall be  
33 developed to ensure the confidentiality and security of all detainee files.  
34

35 **C.3.2 Receiving and Discharge of Detainees**

36  
37 The Contractor shall comply with the Performance-Based Detention Standards (Section J, Attachment 10) on  
38 Admission and Release when entering detainee admission and release data. The search of detainees admitted  
39 to the facility or released to any authority shall include a strip search performed by Contractor staff. Persons of  
40 the same gender as the detainee shall conduct the search.  
41

42 Detainees shall be fingerprinted, photographed and receive a shower, and criminal history check in accordance  
43 with the Performance-Based Detention Standards (Section J, Attachment 10) on Admissions Documentation.  
44 The intake process shall include, at a minimum, a medical screening, to include TB testing which shall be

1 documented on a USM-522c, and social screening prior to detainee release into the general population. A  
2 psychological screening shall be conducted within 24 hours of arrival at the facility.

3  
4 The Contractor shall provide a detainee classification system that ensures detainees are classified  
5 appropriately using objective criteria and information provided on the USM-129 Prisoner Information Form to  
6 identify special handling or separation issues, and kept physically separate from detainees in other categories.  
7 Detainees will be classified upon arrival, before being admitted to the general population. Any difference in a  
8 detainee's classification from the prior USMS' classification, including but not limited to, segregation and special  
9 housing, requires prior approval of the USMS.

10  
11 The Contractor shall prepare a USMS' 553 Medical Summary of Federal Prisoner/Alien  
12 In-Transit form to accompany any inmates that are transferring out of the institution.

### 13 14 **C.3.3 Manage and Account for Detainee Assets**

15  
16 Procedures shall be established for transferring detainee funds and property upon release from the facility or  
17 transfer to another facility, or when a detainee requests a funds transfer to an outside source. The Contractor  
18 shall ensure that all funds of detainees, who are scheduled for removal to a BOP facility, are transferred to the  
19 BOP's Clearinghouse immediately prior to release at the following address:

20  
21 Federal Bureau of Prisons  
22 (Insert valid committed inmate name)  
23 (Insert inmate 8 digit registry number)  
24 P.O. Box 474701  
25 Des Moines, Iowa 50947-0001

26  
27 Transfer of detainee funds shall occur within five working days upon transfer to another facility or when a  
28 detainee requests funds transfer to an outside source. If a detainee is to be released from USMS' custody, the  
29 contractor shall release all detainee funds prior to detainee's release from the facility.

### 30 31 **C.4 Security/Control/Detainee Accountability**

#### 32 33 **C.4.1 Facility Security**

34  
35 Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed.  
36 The procedures shall include, but are not limited to: method of inspection to expose compromised locks or  
37 locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance  
38 schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and  
39 locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and  
40 method of issuing emergency keys.

41  
42 Policy and procedures shall require that security risk items and those classified controlled tools and equipment  
43 most likely to be used in an escape or as a weapon are not to be issued to detainees under any circumstances.

1 A contraband control program shall be established in accordance with the ACA and the Performance-Based  
2 Detention Standards (Section J, Attachment 10) on the control of contraband.

3  
4 **C.4.2 Sexual Abuse/Assault Prevention Program** The Contractor shall report all criminal activity related to  
5 the performance of this contract to the USMS, who shall contact the appropriate law enforcement investigative  
6 agency. The Contractor shall immediately report all serious incidents to the COTR. Serious incidents include,  
7 but are not limited to the following: activation of disturbance control team(s); disturbances (including gang  
8 activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests);  
9 staff uses of force, assaults on staff/detainees resulting in injuries that require medical attention (does not  
10 include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape;  
11 weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or  
12 significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental  
13 problems that impact the facility operations; transportation accidents resulting in injuries, death or property  
14 damage; and sexual assaults. The Contractor shall provide a safe, secure, and humane environment for  
15 alleged victims of sexual assaults and detainees undergoing mental health treatment for sexual assault.

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

19  
20 **C.4.3 Detainee Disciplinary Policy**

21  
22 The Contractor shall comply with the Performance-Based Detention Standards (Section J, Attachment 10) on  
23 Disciplinary Policy. Facility authorities will take disciplinary action against any detainee that is not in compliance  
24 with the rules and procedures of the facility.

25  
26 **C.4.4 Detainee Accountability**

27  
28 A minimum of five counts will be conducted every 24 hours with at least one being a physical count, and at least  
29 one count per shift. All counts shall be documented in separate logs maintained in the applicable locations  
30 where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum  
31 of 30 days.

32  
33 **C.4.5 Transportation and Outside Guard Services**

34  
35 Transportation and outside guard services includes all transportation and guarding of detainees outside the  
36 perimeter of the contractor's facility and within the state of Kansas. This includes stationary guard services  
37 outside the Contractor's facility. Circumstances requiring transportation and outside guard services include:  
38 transportation to and from, as well as guard services at: medical care facilities, federal courts, other detention  
39 facilities, airlifts, and any other location within the States of Kansas, Missouri, Nebraska, Iowa, South Dakota,  
40 Illinois, Minnesota, and Oklahoma as directed by the COTR. The Contractor's transportation and outside guard  
41 services procedures shall ensure staff and detainee security and safety. All transportation and stationary guard  
42 services shall be performed by armed guards. Transportation to and from the local USMS office shall be done  
43 in 15 passenger vans or smaller vehicles.

*- other states?  
- global discussion*



*OTOM  
Wednesday 3rd  
10 EST AM*

1 The Contractor will notify the District's Supervising Deputy U.S. States Marshal SDUSM or the Duty Officer  
2 immediately upon notification of detainee admission to the hospital facility. The detainee will remain in  
3 contractor custody after admission and for the duration of the hospital stay.

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

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

11  
12 The Contractor assumes absolute liability for the escape of any federal prisoner in its custody. The Contractor  
13 shall be assessed a fee for each federal prisoner escape which occurs while the federal prisoners are in the  
14 custody of the contractor. In addition, the USMS may make deductions due to non-performance under the  
15 inspections clause of the contract.

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

#### 21 22 **C.4.7 Collect and Disseminate Intelligence Information**

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

#### 30 31 **C.4.8 Provide Security Inspection System**

32  
33 The Contractor will develop and maintain a security inspection system with the aim of controlling the  
34 introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes,  
35 maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's Quality Control Program  
36 shall meet the requirements of the Performance-Based Detention Standards (Section J, Attachment 10).

1  
2 **C.4.9 Institutional Emergency Readiness**  
3

4 The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the  
5 NTP. The plan shall receive the approval of the CO prior to implementation and shall not be modified without  
6 the further written approval of the CO.  
7

8 The emergency plans shall include a written evacuation and alternate staging plan for use in the event of fire,  
9 major emergency or should the facility become unfit for its intended use. The plan shall also include provisions  
10 for one or more disturbance control teams. Protective clothing and equipment for each team member and 30  
11 percent of all additional facility staff members shall be provided by the Contractor, and maintained in a secure  
12 location outside the secure perimeter of the facility.  
13

14 The Contractor shall have written and signed agreements with appropriate state and local authorities that will  
15 allow the Contractor to make requests for assistance in the event of any emergency incident that would  
16 adversely affect the community.  
17

18 Any decision by the DOJ or other federal agencies to provide and/or direct emergency assistance will be at the  
19 discretion of the Government. The Contractor shall reimburse the Government for any and all expenses  
20 incurred in providing such assistance.  
21

22 The Contractor shall submit to the CO a proposed inventory of intervention equipment (e.g., weapons,  
23 munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this  
24 contract. The CO, prior to issuance of the NTP, shall approve the intervention equipment. The approved  
25 intervention equipment inventory shall not be modified without prior written approval of the CO. (Use of any  
26 chemical agents, stun technology, etc. must be covered by written policy and procedures and staff adequately  
27 trained in such use).  
28

29 The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal  
30 government and the Performance-Based Detention Standards (Section J, Attachment 10) for Use of Force (See  
31 Section J, Attachment 7).  
32

33 **C.5 Workforce Integrity**  
34

35 **C.5.1 Facility Staff**  
36

37 It is essential that all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of  
38 professionalism and personal integrity.  
39

40 The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the  
41 Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to  
42 standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on  
43 the reporting and investigating Standards of Conduct violations.  
44

1 **C.5.2 Staff Resources**

2  
3 The Contractor shall establish an overall written training program for all employees which incorporates, at a  
4 minimum, the training requirements set forth in the ACA standards and the Performance-Based Detention  
5 Standards (Section J, Attachment 10). The Contractor shall develop and implement a comprehensive staff  
6 training program addressing the institution's sexual abuse/assault prevention and intervention programs.  
7 Written policy, procedure and practice shall provide that all staff, to include volunteers, receive such training  
8 prior to entering on duty (EOD) and on an annual basis as part of the institution's in-service training plan.  
9

10 Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case  
11 managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigator officials,  
12 health/mental health care providers, etc.).  
13

14 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control  
15 instructors shall be used to conduct emergency training at the facility. Certification must be from a  
16 Government-approved federal, state, or county training academy or program. The use and carrying of  
17 weapons for training shall meet all federal, state, and local laws and regulations. The training plan should be  
18 submitted at time of proposal. Any change to the Contractor's training plan is required to be submitted in  
19 writing to the COTR for review and approval prior to implementation.  
20

21 **C.5.3 Personnel Requirements**

22  
23 The contractor shall develop and maintain a Personnel Policy Manual specific to this contract.  
24

25 **C.5.3.1 Employment Procedures**

26  
27 The Warden or designee shall be the contractor's contact person for all matters regarding the processing of  
28 contractor's personnel.  
29

30 Prior to employees Entering On Duty (EOD) at the facility, the contractor shall ensure the following steps are  
31 completed for each applicant, full time or part time, as listed below and provided to the COTR for forwarding to  
32 the USMS' HQ Security Office:  
33

- 34 1. Conduct a Credit Check for employment purposes as described in the Fair Credit Reporting  
35 Act (DOJ 555 Disclosure and Authorization Form)
- 36 2. Provide results of criminal history check (National Crime Information Center (NCIC) and National  
37 Law Enforcement Telecommunication System (NLETS) check performed on prospective  
38 employee.
- 39 3. Conduct a pre-employment interview.
- 40 4. Certify the applicant is a U.S. citizen (See below - Other Requirements)
- 41 5. Certify the applicant has met residency requirements (See below - Other Requirements)
- 42 6. Complete and submit FBI fingerprint forms
- 43 7. Conduct a urinalysis in accordance with P.S. 3735.04, Drug Free Workplace
- 44 8. Applicant shall complete Questionnaire for Public Trust Positions, SF-85P.

- 1 9. Applicant shall complete Supplemental Questionnaire or Selected Positions (OPM Form 85P-S).
- 2 10. Voucher the applicants employment record for the past five years.

3  
4 The determination for employment suitability must be made using the USMS' current Guidelines of  
5 Acceptability.

6  
7 Based on steps 1 - 9 and the Guidelines of Acceptability, the contractor will determine if the applicant is suitable  
8 for employment. The Warden shall certify that steps 1 - 9 have been completed with satisfactory results and  
9 submit this certification with the applicant's information through the COTR to the USMS for conditional approval.

10 The applicant's information shall include the following: full name, date of birth, social security number and  
11 position applied for. The USMS' Security Office will perform Step 10 prior to issuing conditional approval to the  
12 COTR, who will then notify the facility. After receiving the USMS' conditional approval, the contractor shall  
13 proceed with the following steps:

- 14  
15 11. Notify COTR within 24 hours of actual EOD and of Limited Background Investigation (LBI)  
16 initiation
- 17 12. Perform a Law Enforcement Agency Check for the past five years as part of LBI

18  
19 Positions requiring the OPM Form 85P-S, or equivalent, are those employees required to carry firearms during  
20 the course of their employment.

21  
22 Contractor responsibilities subsequent to EOD date:

- 23  
24 13. Provide LBI report to COTR for review and forwarding to HQ Security Office

25  
26 The USMS retains authority to approve all contractor staff, subcontractors and volunteers, who work or have  
27 contact with federal detainees under the terms of this contract. No individual who is under supervision or  
28 jurisdiction of any parole, probation or correctional authority shall be employed.

29  
30 Within one year of each on-site employee's EOD, the contractor shall obtain, review, identify and resolve  
31 derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited  
32 Background Investigations and Periodic Reinvestigation. The contractor shall make a determination regarding  
33 the employee's suitability for employment under this contract. Investigations with little or no derogatory  
34 information will be reviewed and forwarded to the COTR within 90 days of the investigation completion date.  
35 Investigations requiring resolution of derogatory information will be forwarded within 180 days of the  
36 investigation completion date. Extended adjudication time frames, on a case-by-case basis, may be requested  
37 from the COTR. Upon receipt, review and resolution of any derogatory information contained in the  
38 reinvestigation report, the Warden shall forward to the COTR a written final determination regarding the  
39 employee's continued employment under this contract. A copy of the reinvestigation report results shall be  
40 attached. The contractor shall ensure all employees and full-time subcontractors are reinvestigated as  
41 prescribed in the Scope and Coverage of a Periodic Reinvestigation in Section J of the contract.

42  
43 The contractor shall maintain all personnel records, on-site, for the duration of the contract and make these  
44 records available to the USMS upon request.

1  
2 **C.5.3.2 Waivers**

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

- 5  
6 A. Details and circumstances of the applicant's behavior that is outside the Guidelines;  
7 B. Reason(s) why the applicant should receive further consideration; and;  
8 C. Availability of other suitable applicants.  
9

10 **C.5.3.3 Other Requirements**

11  
12 The contractor must ensure all employment practices are in accordance with U.S. Department of Labor  
13 requirements in addition to state and local requirements. Contractors are advised that the following labor  
14 requirements are applicable to this contract (not all comprehensive): Notice to the Government of Labor  
15 Disputes; Convict Labor Act; the Service Contract Act of 1965, as amended; the Contract Work Hours and  
16 Safety Standards Act - Overtime Compensation; and the Fair Labor Standards Act and Service Contract Act-  
17 Price Adjustment (Multiple Year and Option Contracts).  
18

19 The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic  
20 violence.  
21

22 The contractor shall not employ any individual who is not a United States citizen unless otherwise approved by  
23 the COTR. Citizens in the United States include those who were: born in the United States (the fifty states, the  
24 District of Columbia, Puerto Rico, Guam (since 1950), or the U. S. Virgin Islands; born outside the United  
25 States to parents who are citizens of the United States, one of which was physically present in the United  
26 States or one of its outlying possessions for a continuous period of one year at any time prior to the birth of the  
27 person (in some situations only one person has to be a citizen); naturalized as a United States Citizen; or  
28 otherwise granted citizenship under authorities described in law, beginning at 8 U.S.C. 1401.  
29

30 For non-citizen applicants or subcontractors, the contractor must seek approval from the COTR. Non-citizen  
31 applicants or subcontractors must be citizens of an allied nation as defined by the United States Office of  
32 Personnel Management (See <http://www.opm.gov/employ/html/citizen.htm>).  
33

34 All applicants or subcontractors, U.S. citizen or otherwise, must have, immediately prior to applying for a  
35 position: (1) resided in the United States three of the past five years; (2) worked for the United States overseas  
36 in a federal or military capacity; or, (3) been a dependent of a federal or military employee serving overseas.  
37

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

40 The contractor shall maintain verification of training and experience which shall include credentials for all  
41 professional staff. All credentials shall be kept current and maintained for the duration of the individual's  
42 performance under the contract.  
43

44 **C.5.3.4 Employment Agreement**

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

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

#### 20 21 **C.5.3.5 Staffing**

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

30  
31 Project Coordinator - Knowledge and experience within the last five years in planning and executing  
32 similar contract requirements as contained within this PWS.

33  
34 Warden(s) - Knowledge of program objectives, policies, procedures and requirements for managing a  
35 secure correctional facility. A minimum of 10 years experience in corrections or related field with  
36 experience in the management of a correctional facility at the Associate Warden level or above.

37  
38 Associate Warden(s) - Knowledge of program objectives, policies, procedures and requirements for  
39 managing a correctional facility. A minimum of 10 years experience in corrections or related field with  
40 experience in the field of corrections at the level of mid-management.

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

6 Administrator, Religious Services  
7 Unit Management Team  
8 Chief, Correctional Services  
9 Computer Services Manager  
10 Correctional Shift Supervisors  
11 Intelligence Officer  
12 Facilities Manager/Administrator  
13 Food Service Administrator  
14 Inmate Systems/Records Office Manager  
15 Medical Services Administrator  
16 Quality Control Specialist  
17 Safety/Environmental Specialist  
18

19 The Administrator, Religious Services shall meet the certification standards of the American Correctional  
20 Chaplains Association.  
21

22 Daily correctional staff assignment rosters which reflect both scheduled and actual assignments, by shift and for  
23 each post, shall be maintained for the facility for six years.  
24

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

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

35

36 Definitions:

37  
38 Full-time subcontractor - an individual performing work in the contract facility which requires  
39 performance in excess of 30 or more total days or 240 hours which can be accrued incrementally (i.e. 2  
40 hours per week, 3 days per week) or in a one month period.  
41

1 Part-time subcontractor - an individual performing work in the contract facility which requires  
2 performance of 29 total days (239 hours) or less which is accrued incrementally (i.e. 2 hours per week, 3  
3 days per week) or 29 days. Part-time subcontractors are to be escorted at all times while in the facility  
4 or, if outside the facility, if the possibility exists of coming into contact with detainees.  
5

6 The contractor shall develop written procedures for the security and supervision of subcontractors that work on  
7 this contract. The procedures shall include record keeping, identification badges and escort protocols. The  
8 contractor shall include these procedures in the contractor's personnel procedures manual.  
9

10 The contractor shall complete steps 1-13, as outlined in Employment Procedures  
11 (See Section C.5.3.1) for each full-time subcontractor.  
12

13 The contractor, at a minimum, must complete the following for all part-time subcontractors:  
14

- 15 1) Employment Eligibility Verification form (DOJ-INS Form I-9);
- 16 2) Conduct criminal history background information, e.g., National Criminal Information Center  
17 (NCIC/NLETS) and law enforcement checks; and  
18

19 The contractor shall use the current USMS' Guidelines of Acceptability when determining subcontractor  
20 employment. In addition, the contractor shall not hire any subcontractor, full- or part-time who, under the  
21 following circumstances:  
22

- 23 A. Knows any person or has any relatives who are currently incarcerated in the facility;
- 24 B. Has any criminal charges currently pending;
- 25 C. Is currently under any incarceration order, probation, or court supervision.  
26

27 Subcontractors are required to adhere to the contractor's Standards of Conduct. The USMS retains authority to  
28 approve all subcontractors who have contact with federal detainees under the terms of this contract.  
29

#### 30 **C.5.3.5.2 Volunteers** 31

32 The contractor shall develop written procedures for the use, security and supervision of volunteers. The  
33 procedures shall outline record keeping, identification badges and escort protocols. The contractor shall  
34 include these procedures in the Personnel Policy Manual.  
35

36 Volunteers must be 18 or older. Volunteers shall not be granted waivers for unescorted status or passes.  
37

38 The contractor shall complete the following for each volunteer working in the facility:  
39

- 40 1. Name and personal information, e.g., address, date of birth, social security number
- 41 2. FBI Fingerprint Cards
- 42 3. Conduct criminal history background information, e.g., NCIC/NLETS and law  
43 enforcement checks  
44

1 The contractor, at a minimum, shall review the following: the volunteer's personal information and criminal  
2 background information (i.e., NCIC and law enforcement agency checks) to determine if the applicant is  
3 suitable, in accordance with the USMS' Guidelines of Acceptability, for entrance into the facility.  
4

5 Volunteers are required to adhere to the Contractor's Standards of Conduct. The USMS retains authority to  
6 approve all volunteers who have contact with federal detainee under the terms of this contract.  
7

#### 8 **C.5.4 Standards of Conduct** 9

10 The contractor shall develop written Standards of Conduct on employee conduct, ethics and responsibility. The  
11 contractor's Standards of Conduct shall include those standards defined in Section J (Attachment 10). These  
12 standards shall be a part of the Personnel Policy Manual. The contractor shall document and ensure that all  
13 employees review the Standards of Conduct annually. In addition to employees, subcontractors and volunteers  
14 are also required to adhere to the Standards of Conduct at all times. Employees, subcontractors, and  
15 volunteers shall receive Standards of Conduct Training as part of their individual institutional familiarization and  
16 annual training. Notices explaining employee's rights to report misconduct and contact information for all  
17 investigative authorities of competent jurisdiction shall be prominently displayed.  
18

19 The contractor shall refer allegations of employee, subcontractor or volunteer misconduct in accordance with  
20 procedures defined by the COTR. The contractor shall cooperate fully with the cognizant authority in any  
21 investigation of allegations misconduct. The USMS reserves its right, consistent with its obligations under  
22 applicable law, to conduct investigations of any alleged misconduct that adversely impacts the programs or  
23 operations of the DOJ and USMS including the care, custody, health and safety of detainees and USMS staff  
24 or, where applicable, the correctional institution and to withdraw final employment approval authority for any  
25 employee as warranted by Standards of Conduct violations.  
26

27 The USMS may occasionally offer training in investigative techniques and the reporting of Standards of  
28 Conduct allegations. The contractor may send staff to this training at the level and numbers determined by the  
29 USMS and at the contractor's expense.  
30

#### 31 **C.6. Health Care Services** 32

##### 33 **C.6.1 Health Care Services Program** 34

35 The Contractor shall ensure that detainees are provided all in house medical, dental, and mental health  
36 services in appropriate clinic and infirmary settings while meeting the applicable standards and levels of quality  
37 established by the ACA Standards for Health Services, the Performance-Based Detention Standards (Section  
38 J, Attachment 10) and the National Commission on Correctional Health Care (NCCHC) Standards. In addition,  
39 the Contractor shall adhere to all applicable federal, state and local laws and regulations governing delivery of  
40 health services in accordance with USMS' Prisoner Health Care Standards (Pub. 100) and the USMS' Health  
41 Care policies (i.e., Reproductive Health Care for Female Prisoner's Policy 9.16, Mental Health Services for  
42 Prisoners Policy 9.18 and Prisoner Health Care Policy 9.15. Questions on standards will be resolved by the  
43 Office of Interagency Medical Services (OIMS), PSD in conjunction with the Contracting Officer.  
44

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

2  
3 Prior to issuance of NTP, the Contractor shall designate in writing the Health Authority (HA) for the facility that  
4 shall be responsible for the delivery of health services under the contract. Only a licensed physician may be  
5 appointed as the facility Health Authority. The HA shall have full authority to act on behalf of the Contractor on  
6 all matters relating to the operation of the health services portion of the contract.  
7

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

9  
10 All in house health care services shall be provided within the appropriate clinical setting. The Contractor shall  
11 establish inside medical specialty clinics (i.e. orthopedic, dermatology, cardiology, psychiatry, etc.). The types of  
12 inside medical specialty clinics offered shall be determined by a review of medical utilization data. A joint initial  
13 and annual OIMS/Contractor review shall be conducted of specialty clinic healthcare resource needs. The  
14 Contractor in-house medical staff shall also hold chronic care clinics as appropriate (i.e. diabetes, COPD, anti-  
15 coagulation, etc.).  
16

17 The contractor is responsible for the costs of all health care provided inside the contract detention facility,  
18 including prescription drugs. The Contractor shall utilize USMS established managed care provider networks  
19 where available. Where none are available, the Contractor will coordinate in advance with OIMS before  
20 establishing any local care arrangements. Where necessary, the Contractor shall establish arrangements with  
21 local health care providers to provide emergency medical care and medically necessary health care provided  
22 outside the facility. The contractor shall notify all outside medical care providers in advance that the rate of  
23 reimbursement for USMS' detainees is not to exceed Medicare rates.  
24

25 The contractor is not responsible for the costs of emergency and pre-approved outside medical care provided  
26 by off-premises health care providers. The contractor shall direct all off-premises health care providers to  
27 submit bills for USMS' detainees directly to the contractor for review and submission to the appropriate USMS'  
28 District Office for certification, processing and payment to the third party providers. All medical billing incurred  
29 for ICE and BOP detainees will be directed to ICE or the BOP for review and payment.  
30

31 All non-emergency outside care (i.e. medical, dental and mental health) for USMS' detainees shall require pre-  
32 authorization through the COTR in consultation with OIMS to ensure consistency with USMS' Prisoner Health  
33 Care Standards. If a USMS' National Managed Care System is established, pre-authorization will be handled  
34 through that Contractor. If pre-authorization is not obtained, the Contractor is responsible for the unauthorized  
35 medical care. Outside emergency care requires a confirmatory notification the next business day to the USMS'  
36 District Office.  
37

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

- 41
- 42 • 24-hour-a-day, seven day a week emergency medical care, mental health, and dental care;
  - 43 • Receiving screening;
  - 44 • Health appraisal examination;

- 1 • Daily triage of complaints;
- 2 • Sick call procedures;
- 3 • Special medical programs and services for, but not limited to, detainees with chronic needs or requiring
- 4 convalescent care;
- 5 • Mental health care;
- 6 • Staffing/health care specialists;
- 7 • Ancillary services including radiology, laboratory, etc.;
- 8 • Routine dental services;
- 9 • Pharmaceutical services and supplies;
- 10 • Durable medical equipment;
- 11 • Pre-authorized optometry services;
- 12 • Health education;
- 13 • Medical diets;
- 14 • Infectious disease surveillance and control;
- 15 • Quality improvement program;
- 16 • Video conferencing for medical consultations.

1 **C.6.4 Detainee Health Records**

2  
3 The security, consistency and format of medical records are a critical component of healthcare. The Contractor  
4 will follow all USMS' guidance on the release and transfer of detainee medical records.  
5

6 **C.6.5 Dental Care Services to Detainees**

7  
8 An initial dental screening exam (this includes visual observation of the teeth and gums and notation of any  
9 obvious or gross abnormalities requiring immediate referral to a dentist) shall be performed within 14 days of  
10 the detainee's arrival. Routine dental or dental hygiene care other than to relieve detainees of pain and  
11 suffering are not covered. If no on-site dentist is available, a physician, physician's assistant or nurse  
12 practitioner shall conduct the initial dental screening. Outside dental services for USMS' detainees shall be pre-  
13 authorized by the COTR in consultation with OIMS.  
14

15 **C.6.6 Mental Health Services On-site to Detainees**

16  
17 All new detainees will receive an initial mental health/psychological screening within 24 hours of arrival at the  
18 facility. The Contractor will ensure that detainees have access to psychological/ psychiatric services and  
19 employ appropriate intervention measures for detainees determined to have urgent mental health related  
20 needs, to include suicide watch as ordered. The contractor must immediately notify the U.S. Marshal and  
21 OIMS when the contractor has significant concerns related to a prisoner's mental health status. All mental  
22 competency studies are to be conducted, under Federal Court order through the BOP.  
23

24 **C.6.7 Suicide Prevention Program**

25  
26 Detainees identified, as "at risk" for suicide will be promptly referred to appropriate medical and psychiatric staff  
27 for evaluation. All staff members working with detainees will receive initial training and annual refresher training  
28 on suicide prevention/monitoring.  
29

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

31  
32 The Contractor shall have a comprehensive infectious disease prevention and control program in place in  
33 accordance with the most recent CDC guidelines. The TB Prevention program shall be initiated at intake with  
34 symptoms screening. This is to be followed up with TB testing within 48 hours of intake. Prisoners that refuse  
35 to submit to TB testing are to be reported to the U.S. Marshal and OIMS immediately in order that a Federal  
36 Court order can be issued to mandate such testing. Immuno-compromised prisoners shall receive chest x-ray  
37 screening at intake. At a minimum, annual screening shall be conducted for all detainees thereafter. The  
38 infectious disease program shall be responsive to all current emerging infectious diseases. The facility will  
39 provide digital radiological services which will enable same day diagnosis.  
40

41 **C.6.9 Detainee Death**

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

7  
8 If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and  
9 the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the  
10 local jurisdiction to request a review of the case, and if necessary, examination of the body.

11  
12 The Contractor shall establish coroner notification procedures outlining such issues as performance of an  
13 autopsy, who will perform the autopsy, obtaining state-approved death certificates, and local transportation of  
14 the body. All costs associated with an autopsy are normally the responsibility of the coroner's office. The  
15 government is financially responsible for preparation and shipment of the body (if required) to the appropriate  
16 next of kin. The U.S. Marshal or his designee will ensure the body is turned over to the designated family  
17 member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

## 18 19 **C.7 Food Service**

20  
21 The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner  
22 while identifying, developing and managing resources to meet the operational needs of the food service  
23 program.

24  
25 The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in  
26 accordance with the Performance-Based Detention Standards (Section J, Attachment 10) on Food Service.

## 27 28 **C.8 Detainee Services and Programs**

### 29 30 **C.8.1 Detainee Mail and Correspondence Service**

31  
32 The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the  
33 limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all  
34 requirements of the Performance-Based Detention Standards (Section J, Attachment 10) on Correspondence  
35 and Other Mail.

### 36 37 **C.8.2 Multi-Denominational Religious Services Program**

38  
39 The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable  
40 opportunity to practice their respective faiths. The religious services program will comply with all elements of  
41 the Performance-Based Detention Standards (Section J, Attachment 10) on Religious Practices.

### 42 43 **C.8.3 Detainee Recreation Program**

1  
2 The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The  
3 Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation  
4 activities.

#### 5 6 **C.8.4 Commissary**

7  
8 A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to  
9 purchase from the commissary at least once per week.

10  
11 The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax  
12 to the price of items, if state sales tax is applicable. Any revenues earned in excess of those needed for  
13 commissary operations shall be used solely to benefit detainees at the facility.

14  
15 Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts).  
16 Outside funds or those generated from work may be used to pay for products and services from the  
17 commissary.

#### 18 19 **C.8.5 Detainee Telephone System**

20  
21 Provide detainees with reasonable and equitable access to telephones as specified in the Performance-Based  
22 Detention Standards (Section J, Attachment 10) on Telephone Access. If authorized to do so under applicable  
23 law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can  
24 be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for  
25 monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to  
26 place unmonitored telephone calls to their attorneys.

27  
28 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal,  
29 state and local telephone regulations. Any income received by the contractor as a result of prisoner telephone  
30 calls which is in excess of expenses incurred, to include refunds/rebates from carriers, shall offset the cost of  
31 this contract. The contractor shall retain copies of any contracts between the contractor and the detainee  
32 telephone system provider(s). The contractor shall retain copies of all documentation in support of any  
33 agreement that the contractor has regarding income, refunds, rebates and other monetary or non-monetary  
34 reimbursements involving the detainee's telephone system. The contractor shall also provide copies of all  
35 invoices and other documentation of expenses incurred and income received in regards to the detainee's  
36 telephone system with its monthly request for contract payment and apply the credit against the monthly  
37 payment.

#### 38 39 **C.8.6 Detainee Work Program**

40  
41 Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor and  
42 approved by the USMS. The detainee work plan must be voluntary, and may include work or program  
43 assignments for industrial, maintenance, custodial, service or other jobs. USMS' detainees may not be required  
44 to work. USMS' detainees may volunteer to work within the secure confines of the contract facility if they sign a

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

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

19  
20 Volunteer detainee workers shall be paid identical rates of pay as those established by BOP Program  
21 Statement 5251.05, Inmate Work and Performance Pay Program and BOP Operations memorandum 128-  
22 90(5251) dated September 17, 1990. While this Operations Memorandum indicates that it has been cancelled,  
23 it remains in effect and has not been updated.

24 See Section J, Attachment 10.

25  
26 USMS detainees shall be required to participate in normal housekeeping duties which help ensure the  
27 cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure  
28 that USMS' detainees keep their living areas clean.

### 29 30 **C.8.7 Special Needs of the Female Detainee Population**

31  
32 The Contractor shall ensure that it addresses health care needs of female detainees. The Contractor shall  
33 provide programs and services relative to the female gender. Female detainees shall be supervised within the  
34 facility by at least one female correctional officer per shift.

### 35 36 **C.8.8 Law Library**

37  
38 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a  
39 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the  
40 Performance-Based Detention Standards (Section J, Attachment 10).

### 41 42 **C.8.9 Translators and Bilingual Staffing**

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

### 6 7 **C.9 Physical Plant** 8

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

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

19  
20 The Contractor shall provide and maintain an electronic security alarm system, which will identify any  
21 unauthorized access to the institution's secure perimeter.

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

- 25  
26 A. The Uniform Building Code (UBC), with the state of facility location's Amendments  
27 B. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)  
28 C. The Standard Building Code (SBC)  
29

30 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC,  
31 then the facility shall comply with the BOCA NBC.  
32

33 Whether new construction or existing physical plant, fire protection and life safety issues shall be governed by  
34 the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in  
35 Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and  
36 NFC, NFC shall apply.  
37

38 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic  
39 Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety  
40 requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992  
41 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum  
42 standards. Should the code applicable for the state in which the facility is located be more stringent than the  
43 other codes set forth herein, the state code shall prevail.  
44

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

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

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

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

27 If a spill(s) or release(s) of any substance into the environment occurs, the Contractor shall immediately report  
28 the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor  
29 and its agent.  
30

31 A safety program shall be maintained in compliance with all applicable federal, state and local laws, statutes,  
32 regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and  
33 Health Act of 1970 and all codes and regulations associated with 29 C.F.R. 1910 and 1926.  
34

35 Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and  
36 related equipment shall be operated, inspected, maintained and tested in accordance with the most current  
37 edition of the applicable NEC and Life Safety Codes. The Contractor shall provide outside lighting sufficient to  
38 illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.  
39 For new construction or existing physical plant, final and completed, the Contractor, prior to issuance of the  
40 NTP, shall submit design/construction documents to the CO. For all new construction, the construction  
41 schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. DOJ/USMS'  
42 staff will make periodic visits during construction to verify Contractor progress and compliance with contract  
43 requirements.  
44

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

10  
11 Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor  
12 shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to  
13 rebuild or restore the institution.

14  
15 The government anticipates a nominal number of staff will be on-site to monitor contract performance and  
16 manage other government interests associated with operation of the facility.

17  
18 The Contractor shall provide an on-site enclosed office space for USMS' staff. All office and multiple use space  
19 shall be complete with appropriate electrical, communication, and phone connections.

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

25  
26 The Contractor shall provide no less than one parking space for DOJ's staff use.  
27  
28

## SECTION D -- PACKAGING AND MARKING

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

**Marking.** All information submitted to the Contracting Officer, Contracting Officer's Technical Representative shall clearly indicate the Contract Number ODT-7-C-0002.

## SECTION E -- INSPECTION AND ACCEPTANCE

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

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

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

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

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

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

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

### E.2 CONTRACTOR QUALITY CONTROL PLAN

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

### E.3 GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

(a) The OFDT's Quality Assurance Surveillance Program (QAP) is based on the premise that the contractor, and not OFDT, is responsible for management and quality control actions to meet the terms of the contract. The QAP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the contractor to operate within acceptable quality levels.

(b) In accordance with FAR 52.246-4, Inspection of Services--Fixed-Price, each phase of the services rendered under this contract is subject to OFDT inspection both during the contractor's operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The OFDT's QAP is not a substitute for quality control by the contractor.

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

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

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

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

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

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

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

(b) **Discovery of Deficiencies** - The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. A deficiency is defined as "a facility or facility administration problem or weakness noted by the review team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing improvement, but the term "deficiency" also can be used to describe:

- Deviations from policy or regulation

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

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

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

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

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

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

(e) **Hindered Reviews** – Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately

evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

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

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

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

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

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

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

**At-Risk:** Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the Performance-Based Detention

Standards and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. The level of performance in the aggregate fails to meet the performance standards: deficiencies require immediate corrective actions.

**(h) Review Conclusions:**

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

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

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

**(i) Follow-up Review**

(1) **Communication of Corrective Actions Needed** – For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each

major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the Review Team Coordinator and Contracting Officer within 30 days of the final facility review report's issue. The Review Team Coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies.

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

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

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

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

documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

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

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

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

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

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

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

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

**SECTION F  
DELIVERIES OR PERFORMANCE**

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

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

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

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

**F.2 PERFORMANCE**

(a) Within 90 days of contract award, the contractor must be determined by the OFDT to be in compliance with contract requirements and capable of assuming full responsibility for performance.

This may occur earlier at the request of the contractor, but only if the OFDT determines the contractor is capable of accepting detainees.

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

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

Contract performance shall begin upon written issuance of the NTP signed by the CO. Acceptance of detainees by the contractor shall be immediately after the issuance of the NTP. For the purpose of this solicitation, "contract award" is defined as the date the award document is signed by the CO.

(b) The anticipated periods of performance include:

Base Period: NTP through 60 months  
Option Period 1: month 61 through month 120

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

## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 CONTRACTING OFFICER

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

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

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

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

(a) Mr. Michael Thomas of the Office of the Federal Detention Trustee, 4601 North Fairfax Drive, Suite 910, Arlington, VA 20530, Phone: 202-353-4601, Fax: 202-353-4611, is hereby designated to as act as Contracting Officer's Technical Representative (COTR) under this contract.

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

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

### G.3 INVOICE PREPARATION AND SUBMISSION

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

- Name and address of the Contractor;
- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;

- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.

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

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

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

Correction Corporation of America  
10 Burton Hills Boulevard  
Nashville, TN 37215

## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 CHANGE IN KEY PERSONNEL.

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

### H.2 POST-AWARD PERFORMANCE CONFERENCE

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

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

### H.3 INSURANCE REQUIREMENTS.

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

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

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

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

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

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

## SECTION I -- CONTRACT CLAUSES

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

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

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

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS

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

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

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

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

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

The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>	<b>No. of Pages</b>
1	Wage Determination SCA	11
2	Standards of Contractor Employee Conduct	IBR
3	Contractor Background Investigations	IBR
4	Contractor Business Qualifications	IBR
5	Small Business Subcontracting Plan	8
6	Use of Force	IBR
7	<u>Inmate Work and Performance Pay Program</u> and BOP Operation's Memorandum 128-90(5251)	IBR
8	Quality Assurance Plan	5
9	Performance-Base Detention Standards	**
10	Staffing Plan	

\* Incorporated By Reference ("IBR")

\*\* See Performance-Base Detention Standards at [www.usdoj.gov/ofdt](http://www.usdoj.gov/ofdt). Click on Detention Standards and Compliance.

**SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS****K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

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

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

(a) The offeror certifies that --

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

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

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

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

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

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

**Todd J. Mullenger, Treasurer**, [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

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

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

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

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

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

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

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

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

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business

Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

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

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

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

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

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

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

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

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision.

The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

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

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

(b) *Representations.*

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

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

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

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

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

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

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

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

(c) *Definitions.* As used in this provision –

“Service-disabled veteran-owned small business concern” –

(1) Means a small business concern –

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

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

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

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

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

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

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

“Women-owned small business concern,” means a small business concern-

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

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

(d) *Notice.*

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

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

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

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

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

(End of Provision)

*Alternate 1 (Apr 2002).* As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]*

The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than of the preceding.

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

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

(b) Representations.

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

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

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

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

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

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

(2)  For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

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

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

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

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

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

The offeror represents that --

- (a) It  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

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

The offeror represents that

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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

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

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

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

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

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R)

as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

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

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

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

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System sectors:

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

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

(C) Major group codes 20 through 39.

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

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

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

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from OFDT, 1331 Pennsylvania Ave., NW, Washington, DC 20530.

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

**(End of Provision)**

# **ATTACHMENT 1**

## ATTACHMENT 1

94-2307 MO, KANSAS CITY

WAGE DETERMINATION NO: 94-2307 REV (31)      AREA: MO, KANSAS CITY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2308

\*\*\*\*\*  
\*

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

William W. Gross                      Division of Director                              Wage Determinations		Wage Determination No.: 1994-2307 Revision No.: 31 Date Of Revision: 05/23/2006
--	--	---

States: Kansas, Missouri

Area:

Kansas Counties of Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte

Missouri Counties of Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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

OCCUPATION CODE - TITLE RATE	MINIMUM WAGE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.60
01012 - Accounting Clerk II	11.70
01013 - Accounting Clerk III	13.47
01014 - Accounting Clerk IV	16.15
01030 - Court Reporter	16.65
01050 - Dispatcher, Motor Vehicle	18.55
01060 - Document Preparation Clerk	11.17
01070 - Messenger (Courier)	10.52
01090 - Duplicating Machine Operator	12.17
01110 - Film/Tape Librarian	11.02
01115 - General Clerk I	9.72
01116 - General Clerk II	11.51
01117 - General Clerk III	13.36

01118	- General Clerk IV	15.79
01120	- Housing Referral Assistant	19.40
01131	- Key Entry Operator I	11.30
01132	- Key Entry Operator II	14.14
01191	- Order Clerk I	11.97
01192	- Order Clerk II	15.29
01261	- Personnel Assistant (Employment)	13.64
01262	- Personnel Assistant (Employment) II	15.55
01263	- Personnel Assistant (Employment) III	17.28
01264	- Personnel Assistant (Employment) IV	18.79
01270	- Production Control Clerk	17.11
01290	- Rental Clerk	13.21
01300	- Scheduler, Maintenance	14.21
01311	- Secretary I	14.21
01312	- Secretary II	16.10
01313	- Secretary III	18.05
01314	- Secretary IV	21.43
01315	- Secretary V	24.12
01320	- Service Order Dispatcher	21.18
01341	- Stenographer I	13.53
01342	- Stenographer II	15.46
01400	- Supply Technician	23.03
01420	- Survey Worker (Interviewer)	14.49
01460	- Switchboard Operator-Receptionist	10.85
01510	- Test Examiner	17.30
01520	- Test Proctor	17.30
01531	- Travel Clerk I	11.13
01532	- Travel Clerk II	12.02
01533	- Travel Clerk III	12.91
01611	- Word Processor I	12.51
01612	- Word Processor II	14.63
01613	- Word Processor III	15.92
03000	- Automatic Data Processing Occupations	
03010	- Computer Data Librarian	14.07
03041	- Computer Operator I	14.07
03042	- Computer Operator II	15.11
03043	- Computer Operator III	18.60
03044	- Computer Operator IV	22.85
03045	- Computer Operator V	23.87
03071	- Computer Programmer I (1)	19.66
03072	- Computer Programmer II (1)	23.82
03073	- Computer Programmer III (1)	27.62
03074	- Computer Programmer IV (1)	27.62
03101	- Computer Systems Analyst I (1)	25.45
03102	- Computer Systems Analyst II (1)	27.62
03103	- Computer Systems Analyst III (1)	27.62
03160	- Peripheral Equipment Operator	14.82
05000	- Automotive Service Occupations	
05005	- Automotive Body Repairer, Fiberglass	20.03
05010	- Automotive Glass Installer	18.59
05040	- Automotive Worker	18.59
05070	- Electrician, Automotive	19.32
05100	- Mobile Equipment Servicer	16.51
05130	- Motor Equipment Metal Mechanic	20.03
05160	- Motor Equipment Metal Worker	18.59
05190	- Motor Vehicle Mechanic	20.03
05220	- Motor Vehicle Mechanic Helper	15.47

05250 - Motor Vehicle Upholstery Worker	17.54
05280 - Motor Vehicle Wrecker	18.59
05310 - Painter, Automotive	19.32
05340 - Radiator Repair Specialist	18.59
05370 - Tire Repairer	15.18
05400 - Transmission Repair Specialist	20.03
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	10.09
07010 - Baker	13.20
07041 - Cook I	10.31
07042 - Cook II	11.62
07070 - Dishwasher	8.73
07130 - Meat Cutter	14.62
07250 - Waiter/Waitress	8.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	19.30
09040 - Furniture Handler	14.32
09070 - Furniture Refinisher	19.30
09100 - Furniture Refinisher Helper	15.46
09110 - Furniture Repairer, Minor	17.52
09130 - Upholsterer	19.30
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.64
11060 - Elevator Operator	10.79
11090 - Gardener	13.23
11121 - House Keeping Aid I	8.75
11122 - House Keeping Aid II	10.97
11150 - Janitor	11.20
11210 - Laborer, Grounds Maintenance	11.03
11240 - Maid or Houseman	8.75
11270 - Pest Controller	15.61
11300 - Refuse Collector	11.60
11330 - Tractor Operator	12.70
11360 - Window Cleaner	12.12
12000 - Health Occupations	
12020 - Dental Assistant	14.64
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.45
12071 - Licensed Practical Nurse I	12.05
12072 - Licensed Practical Nurse II	13.57
12073 - Licensed Practical Nurse III	15.16
12100 - Medical Assistant	12.25
12130 - Medical Laboratory Technician	14.56
12160 - Medical Record Clerk	13.38
12190 - Medical Record Technician	13.62
12221 - Nursing Assistant I	8.76
12222 - Nursing Assistant II	9.86
12223 - Nursing Assistant III	10.75
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	12.26
12280 - Phlebotomist	12.07
12311 - Registered Nurse I	20.68
12312 - Registered Nurse II	24.14
12313 - Registered Nurse II, Specialist	24.14
12314 - Registered Nurse III	30.60
12315 - Registered Nurse III, Anesthetist	30.60
12316 - Registered Nurse IV	
35.11	

13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.62
13011 - Exhibits Specialist I	20.11
13012 - Exhibits Specialist II	24.93
13013 - Exhibits Specialist III	29.94
13041 - Illustrator I	16.95
13042 - Illustrator II	20.30
13043 - Illustrator III	25.36
13047 - Librarian	28.34
13050 - Library Technician	12.89
13071 - Photographer I	13.47
13072 - Photographer II	17.32
13073 - Photographer III	18.66
13074 - Photographer IV	22.81
13075 - Photographer V	27.61
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.05
15030 - Counter Attendant	8.05
15040 - Dry Cleaner	10.38
15070 - Finisher, Flatwork, Machine	8.05
15090 - Presser, Hand	8.05
15100 - Presser, Machine, Drycleaning	8.05
15130 - Presser, Machine, Shirts	8.05
15160 - Presser, Machine, Wearing Apparel, Laundry	8.05
15190 - Sewing Machine Operator	11.16
15220 - Tailor	11.92
15250 - Washer, Machine	8.85
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.30
19040 - Tool and Die Maker	26.12
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.64
21020 - Material Coordinator	19.16
21030 - Material Expediter	19.16
21040 - Material Handling Laborer	14.72
21050 - Order Filler	12.29
21071 - Forklift Operator	15.90
21080 - Production Line Worker (Food Processing)	16.85
21100 - Shipping/Receiving Clerk	14.15
21130 - Shipping Packer	12.10
21140 - Store Worker I	11.66
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.98
21210 - Tools and Parts Attendant	15.90
21400 - Warehouse Specialist	15.90
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.92
23040 - Aircraft Mechanic Helper	16.16
23050 - Aircraft Quality Control Inspector	21.61
23060 - Aircraft Servicer	18.31
23070 - Aircraft Worker	19.41
23100 - Appliance Mechanic	19.30
23120 - Bicycle Repairer	15.18
23125 - Cable Splicer	24.24
23130 - Carpenter, Maintenance	20.30
23140 - Carpet Layer	19.15
23160 - Electrician, Maintenance	26.57
23181 - Electronics Technician, Maintenance I	21.13

23182	- Electronics Technician, Maintenance II	26.65
23183	- Electronics Technician, Maintenance III	27.20
23260	- Fabric Worker	17.52
23290	- Fire Alarm System Mechanic	20.01
23310	- Fire Extinguisher Repairer	16.50
23340	- Fuel Distribution System Mechanic	21.39
23370	- General Maintenance Worker	18.57
23400	- Heating, Refrigeration and Air Conditioning Mechanic	20.01
23430	- Heavy Equipment Mechanic	20.01
23440	- Heavy Equipment Operator	20.40
23460	- Instrument Mechanic	20.01
23470	- Laborer	11.91
23500	- Locksmith	19.30
23530	- Machinery Maintenance Mechanic	20.49
23550	- Machinist, Maintenance	20.01
23580	- Maintenance Trades Helper	15.46
23640	- Millwright	23.67
23700	- Office Appliance Repairer	19.30
23740	- Painter, Aircraft	20.77
23760	- Painter, Maintenance	19.30
23790	- Pipefitter, Maintenance	27.22
23800	- Plumber, Maintenance	24.22
23820	- Pneudraulic Systems Mechanic	20.01
23850	- Rigger	22.01
23870	- Scale Mechanic	18.57
23890	- Sheet-Metal Worker, Maintenance	24.24
23910	- Small Engine Mechanic	18.57
23930	- Telecommunication Mechanic I	20.97
23931	- Telecommunication Mechanic II	21.64
23950	- Telephone Lineman	20.97
23960	- Welder, Combination, Maintenance	20.01
23965	- Well Driller	20.01
23970	- Woodcraft Worker	20.01
23980	- Woodworker	16.50
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	9.09
24580	- Child Care Center Clerk	12.82
24600	- Chore Aid	8.85
24630	- Homemaker	14.55
25000	- Plant and System Operation Occupations	
25010	- Boiler Tender	20.42
25040	- Sewage Plant Operator	19.36
25070	- Stationary Engineer	20.93
25190	- Ventilation Equipment Tender	15.46
25210	- Water Treatment Plant Operator	19.30
27000	- Protective Service Occupations	
(not set)	- Police Officer	19.85
27004	- Alarm Monitor	15.59
27006	- Corrections Officer	17.29
27010	- Court Security Officer	19.24
27040	- Detention Officer	17.29
27070	- Firefighter	18.87
27101	- Guard I	12.35
27102	- Guard II	16.62
28000	- Stevedoring/Longshoremen Occupations	
28010	- Blocker and Bracer	21.17
28020	- Hatch Tender	18.40

28030 - Line Handler	18.40
28040 - Stevedore I	17.38
28050 - Stevedore II	19.13
29000 - Technical Occupations	
21150 - Graphic Artist	23.00
29010 - Air Traffic Control Specialist, Center (2)	31.67
29011 - Air Traffic Control Specialist, Station (2)	21.84
29012 - Air Traffic Control Specialist, Terminal (2)	24.06
29023 - Archeological Technician I	13.06
29024 - Archeological Technician II	14.60
29025 - Archeological Technician III	18.09
29030 - Cartographic Technician	22.95
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.45
29040 - Civil Engineering Technician	20.22
29061 - Drafter I	14.52
29062 - Drafter II	17.27
29063 - Drafter III	19.48
29064 - Drafter IV	22.71
29081 - Engineering Technician I	15.54
29082 - Engineering Technician II	19.08
29083 - Engineering Technician III	21.95
29084 - Engineering Technician IV	24.41
29085 - Engineering Technician V	29.54
29086 - Engineering Technician VI	32.73
29090 - Environmental Technician	20.48
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	24.40
29210 - Laboratory Technician	18.48
29240 - Mathematical Technician	23.31
29361 - Paralegal/Legal Assistant I	13.92
29362 - Paralegal/Legal Assistant II	18.12
29363 - Paralegal/Legal Assistant III	22.15
29364 - Paralegal/Legal Assistant IV	26.81
29390 - Photooptics Technician	20.48
29480 - Technical Writer	26.52
29491 - Unexploded Ordnance (UXO) Technician I	20.13
29492 - Unexploded Ordnance (UXO) Technician II	24.36
29493 - Unexploded Ordnance (UXO) Technician III	33.95
29494 - Unexploded (UXO) Safety Escort	20.13
29495 - Unexploded (UXO) Sweep Personnel	20.13
29620 - Weather Observer, Senior (3)	21.07
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.29
29622 - Weather Observer, Upper Air (3)	17.29
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.03
31260 - Parking and Lot Attendant	10.97
31290 - Shuttle Bus Driver	14.34
31300 - Taxi Driver	10.65
31361 - Truckdriver, Light Truck	14.34
31362 - Truckdriver, Medium Truck	19.23
31363 - Truckdriver, Heavy Truck	19.58
31364 - Truckdriver, Tractor-Trailer	19.58
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.98
99030 - Cashier	8.73
99041 - Carnival Equipment Operator	10.65
99042 - Carnival Equipment Repairer	11.36

99043 - Carnival Worker	8.61
99050 - Desk Clerk	8.95
99095 - Embalmer	20.21
99300 - Lifeguard	10.58
99310 - Mortician	18.77
99350 - Park Attendant (Aide)	13.29
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.65
99500 - Recreation Specialist	13.26
99510 - Recycling Worker	14.59
99610 - Sales Clerk	11.00
99620 - School Crossing Guard (Crosswalk Attendant)	8.68
99630 - Sport Official	10.58
99658 - Survey Party Chief (Chief of Party)	18.84
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.04
99660 - Surveying Aide	11.72
99690 - Swimming Pool Operator	15.86
99720 - Vending Machine Attendant	13.19
99730 - Vending Machine Repairer	15.86
99740 - Vending Machine Repairer Helper	13.19

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed

occupation) and computes a proposed rate).

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

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

# **ATTACHMENT 5**

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

OFFICE OF THE FEDERAL DETENTION TRUSTEE  
SMALL BUSINESS SUBCONTRACTING PLAN MODEL

CONTRACTOR: Corrections Corporation of America (CCA)

ADDRESS: 10 Burton Hills Boulevard

Nashville, Tennessee 37215

SOLICITATION/CONTRACT NUMBER: ODT-6-R-0007

CONTRACT VALUE: BASE \_\_\_\_\_ OPTIONS \_\_\_\_\_

EXPIRATION DATE: BASE \_\_\_\_\_ OPTIONS \_\_\_\_\_

PRINCIPAL PRODUCT OR SERVICE: Detention/Corrections Management

Date August 10, 2006

\*\*\*\*\*

**Overview:**

Federal Acquisition Regulation (FAR), subpart 19.708(b) prescribes the use of clause FAR 52.219-8, entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats may be acceptable. However, failure to include the essential information as exemplified in this model may cause either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.

1. Type of Plan (Check One)

- Individual Contract Plan (A subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract).

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

Master Plan (A subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans).

Commercial Plan (A subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof).

2. Subcontracting Goals: State separate dollar and percentage goals for small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in the following format:

	<u>Dollars</u>	<u>Percent</u>
Percentage of Dollars to be Subcontracted and Total Planned Subcontracting Dollars	(b) (4)	
Goals for Small Business	(b) (4)	
Goals for Veteran-Owned Small Business	(b) (4)	
Goals for HUBZone Small Business	(b) (4)	
Goals for Small Disadvantaged Business	(b) (4)	
Goals for Women-Owned Small Business	(b) (4)	

(See sample below)

SAMPLE

	<u>Dollars</u>	<u>Percent</u>
-Total Subcontracting Dollars	\$4,000,000	100%
-To Large Business	\$1,000,000	25%
-To Small Business	\$3,000,000	75%
-To Veteran-Owned Small Business	\$ 800,000	20%
-To HUBZone Small Business	\$ 800,000	20%
-To Small Disadvantaged Business	\$1,000,000	25%
-To Small Women-Owned Business	\$ 400,000	10%

(For a contract with options provide a separate statement for the basic contract and individual statements for each option year.)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

	<u>Dollars</u>	<u>Percent</u>
Total Subcontracting Dollars		
Base Year	\$ (b) (4)	
1st Option Year	\$	

3. The following principal products and/or services will be subcontracted under this contract (include the name of subcontractor), and the distribution among small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are as follows:

(Products/services planned to be subcontracted to small business concerns are identified by \*, veteran-owned small business by \*\*, HUBZone small business by \*\*\*, small disadvantaged business by \*\*\*\*, and women-owned small business concerns by \*\*\*\*\*)

(b) (4)



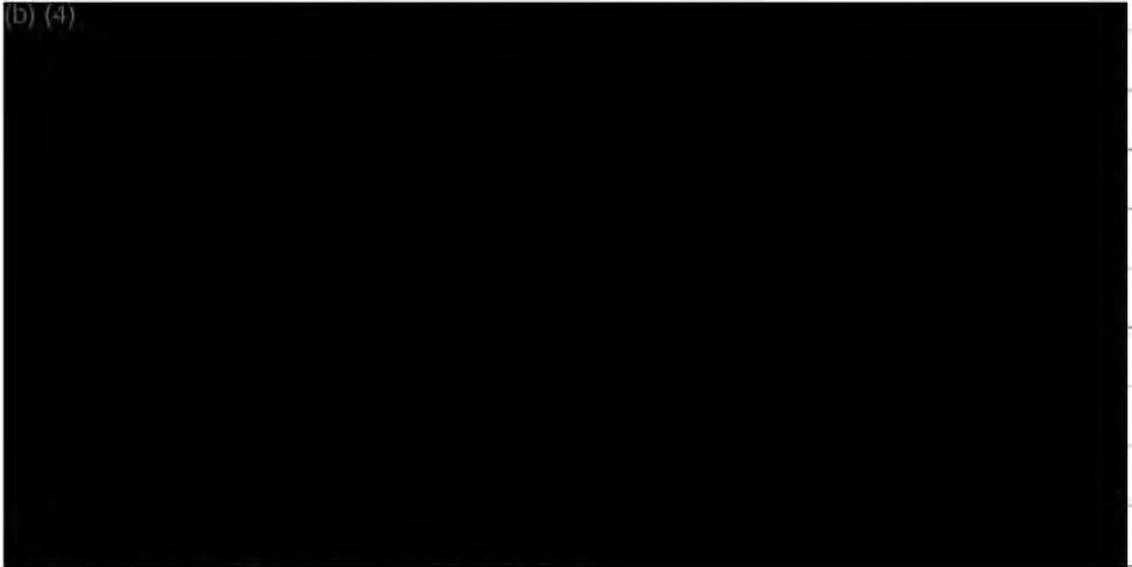
NOTE: This list is subject to change over the life of the contract. Please note that the \*\*\*\*\*/\*\* expenditures are too small to record an actual percentage breakdown.

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

4. The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted to small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns were determined.

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

(b) (4)

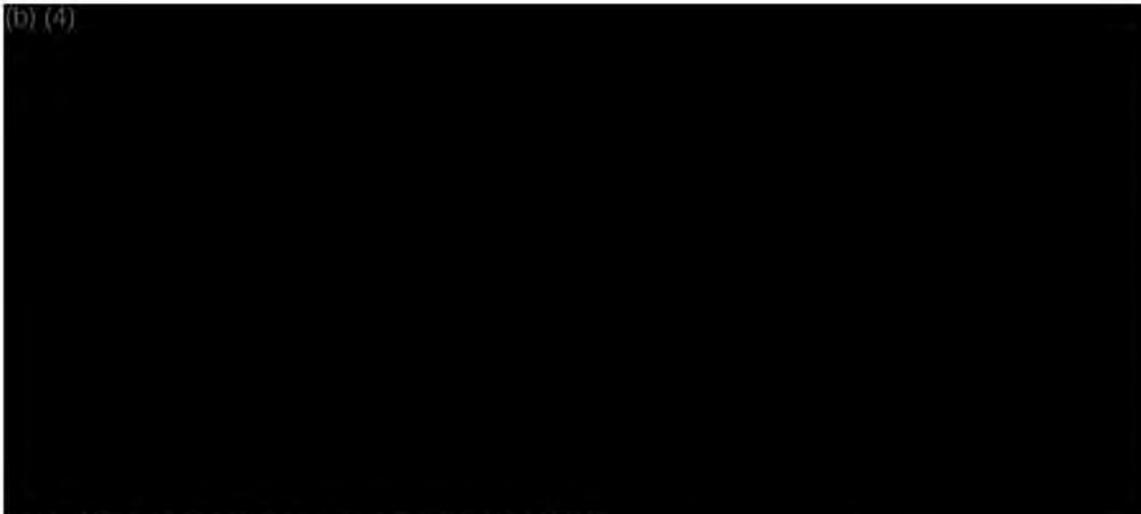


(ATTACH ADDITIONAL SHEETS IF NECESSARY)

5. The following is a description of the method used to identify potential sources to be subcontracted to small business, veteran-owned small business, HUBZone small business and small disadvantaged business, and women-owned small business concerns.

*(E.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small disadvantage, and women-owned small business trade associations)*

(b) (4)



(ATTACH ADDITIONAL SHEETS IF NECESSARY)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

6. Indirect costs are included in the subcontracting goals specified in paragraph 2 (check one):

\_\_\_\_\_ yes           no

If "yes," describe the method used in determining the proportionate share of indirect cost to be incurred with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business and concerns:

N/A

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

7(a). The following individual employed by the offeror will administer the offeror's subcontracting program:

Name: (b) (7)(C)

Title: (b) (7)(C)

Address: (b) (7)(C)

Telephone: (b) (7)(C)

(b) The following is a description of the duties of the individual assigned to administer the firm's subcontracting program:

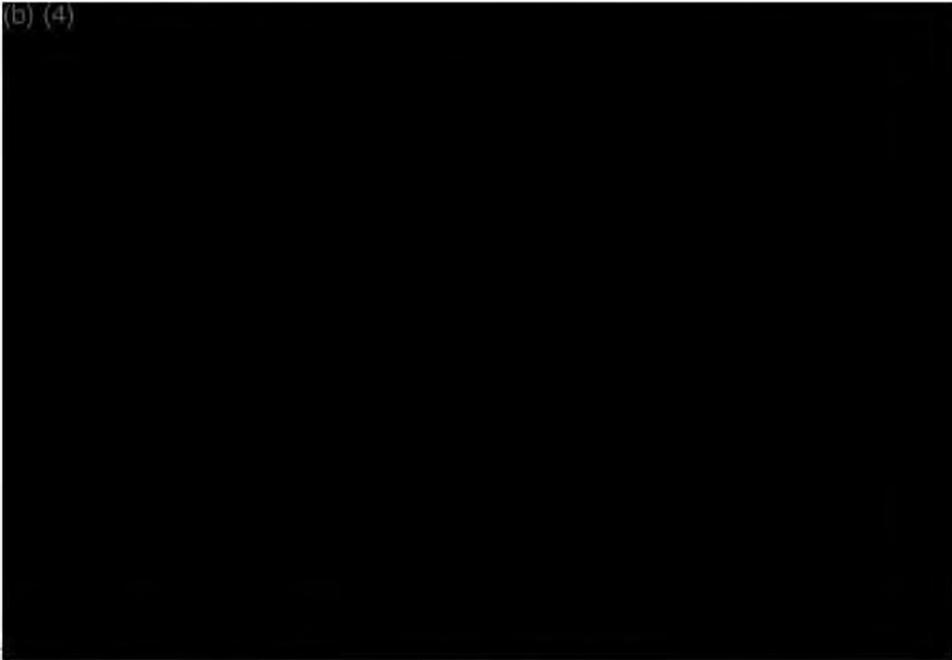
Duties: The individual will be responsible for the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (1) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (2) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (3) Assuring inclusion of small and small business and small disadvantage business concerns in all solicitations for products or services which they are capable of providing.
- (3) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small and small disadvantage business participation.
- (4) Ensuring periodic rotation of potential subcontractors on bidders lists.

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

- (5) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (6) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (7) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (8) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (9) Monitoring attainment of proposed goals.
- (10) Preparing and submitting periodic subcontracting reports.
- (11) Coordinating contractor's activities during the conducting of compliance reviews by Federal agencies.
- (12) Coordinating the conduct of contractor's activities involving its Small and Small Disadvantaged Business Subcontracting Program.
- (13) Additions to (or deletions from) the duties specified above are as follows:

(b) (4)



(ATTACH ADDITIONAL SHEETS IF NECESSARY)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

8. The following efforts will be taken to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

- (i) Contacts with minority and small business trade associations.
- (ii) Contacts with business development organizations.
- (iii) Attendance at small and minority business procurement conferences and trade fairs.
- (iv) Sources will be requested from SBA's PASS system.

(b) The following internal efforts will be made to guide and encourage buyers:

- (i) Workshops, seminars and training programs will be conducted.
- (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.

(d) Additions to (or deletions from) the above listed efforts are as follows:

(b) (4)



(ATTACH ADDITIONAL SHEETS IF NECESSARY)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

9. The offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" (FAR 52.219-8) in all subcontracts which offer further subcontracting opportunities. Additionally, all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will be required to adopt and comply with a subcontracting plan similar to this one.

10. The offeror agrees to (i) submit periodic reports which show compliance with the subcontracting plans; (ii) cooperate in any studies or surveys as may be required; (iii) submission of Standard Form 294 (SF-294), "Subcontracting Reports for Individual Contracts," and Standard Form 295 (SF-295), "Summary Subcontract Report," in accordance with the instructions on the forms and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

The Contracting Officer must receive the reports within 30 days after the close of each calendar period. The reporting schedule is as follows:

Calendar Period	Report Due	Due Date
10/01 through 03/31	SF-294	04/30
04/01 through 09/30	SF-294	10/30
10/01 through 09/30	SF-295	10/30

11. The offeror agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Source lists, guides and other data identifying small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

(b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(c) On a contract-by-contract basis, records on each subcontract solicitations resulting in an award over \$100,000, indicating:

(1) whether small business concerns were solicited, and if not, why not;

(2) whether veteran-owned small business concerns were solicited, and if not, why not;

(3) whether HUBZone small business concerns were solicited, and if not, why not;

(4) whether small disadvantaged business concerns were solicited, and if not, why not;

(5) whether women-owned small business concerns were solicited, and if not, why not; and if applicable, the reason why award was not made to a small business concern.

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

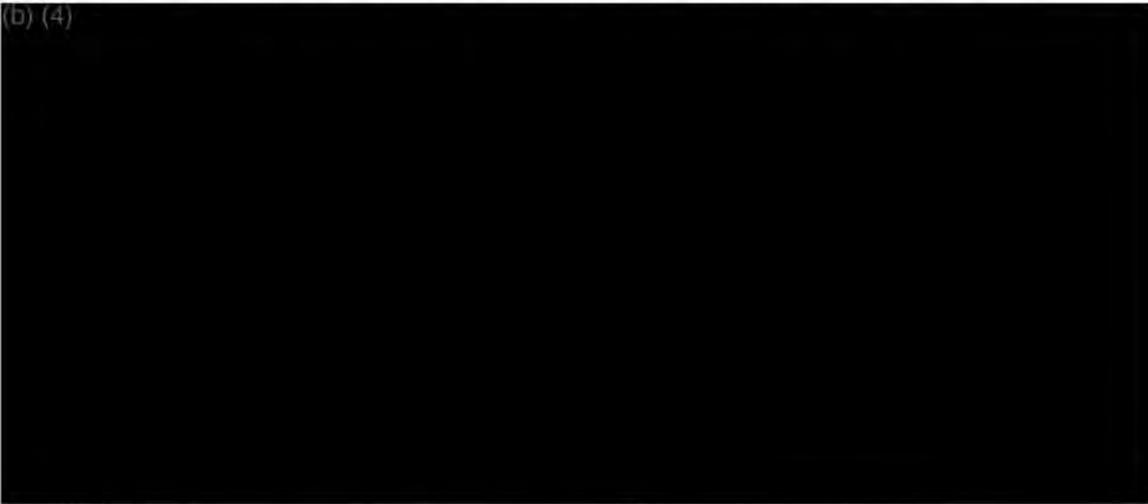
(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc.; Attendance at small and minority business procurement conferences and trade fairs; and Veteran service organizations.

(e) Records of internal guidance and encouragement provided to buyers: workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor.

(g) Records to be maintained in addition to the above are as follows:

(b) (4)



(ATTACH ADDITIONAL SHEETS IF NECESSARY)

ATTACHMENT #5 - CONTRACT DETENTION FACILITY

**SIGNATURE PAGE**

This Subcontracting Plan was Submitted By:

Signature: \_\_\_\_\_

Typed Name: Damon Hininger

Title: Vice President, Federal and Local Customer Relations

Date: August 25, 2006

Telephone: 615-263-3092 Fax: 615-263-3090 E-mail: damon.hininger@correctionscorp.com

-----  
Plan Approved by the Office of the Federal Detention Trustee

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT 8**

## ATTACHMENT 8

### Quality Assurance Plan (QAP) Comprehensive Detention Services USMS Leavenworth Detention Center, Leavenworth, Kansas

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

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

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

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

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

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

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

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

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

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

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

The PRS and Performance-Based Detention Standards identify:

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

<b>USMS Leavenworth Detention Facility, Leavenworth, KS</b> <b>Performance Requirement Summary</b>
---

<b>(I) Administration and Management</b>		
<i>Objective</i> - Addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled.		
<b>Deduction: 10%</b>		
<i>(See Performance-Based Detention Standards)</i>		
		<b>SECTION</b>
Performance-Based Detention Standards	Policy Development and Monitoring	(A.1)
	Internal Inspections and/or Reviews	(A.2) (K.1)
	Detainee Records	(A.3)
	Admission and Orientation	(A.4)
	Personal Property and Monies	(A.5) (K.2)
	Detainee Release	(A.6)(K.3)
	Accommodations for the Disabled	(A.7)

<b>(2) Health Care</b>		
<i>Objective</i> - Addresses the policies and procedures for administering quality health care by licensed personnel; maintaining accurate health information data; timely health screening, treatment, program intervention and follow-up of all cases; access to routine, acute chronic, and emergency health services; response to medical, mental and dental health needs of detainees; suicide prevention; infectious disease; hunger strikes; and detainee death.		
<b>Deduction: 20%</b>		<i>(See Performance-Based Detention Standards)</i> <b>SECTION</b>
Performance-Based Detention Standards	Intake Health Screening	(B.1)
	Medical, Dental, and Mental Health Appraisals	(B.2) (K.4)
	Access to Routine, Acute Chronic, and Emergency Health Services	(B.3) (K.5)
	Experimental Research	(B.4)
	Response to Medical, Mental, and Dental Health Needs	(B.5)
	Suicide Prevention	(B.6)
	Detainee Hunger Strikes	(B.7)
	Detainee Death	(B.8)
	Informed Consent/Involuntary Treatment	(B.9)
	Infectious Disease	(B.10)
<b>(3) Security and Control</b>		
<i>Objective</i> - Addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline.		
<b>Deduction: 20%</b>		<i>(See Performance-Based Detention Standards)</i> <b>SECTION</b>
Performance-Based Detention Standards	Post Orders	(C.1) (K.6)
	Permanent Logs	(C.2)
	Security Features	(C.3) (K.7)
	Security Inspections and/or reviews	(C.4) (K.8)
	Control of Contraband	(C.5)
	Detainee Searches	(C.6)
	Detainee Accountability and Supervision	(C.7)
	Use of Force	(C.8)
	Non-routine Use of Restraints	(C.9)
	Tool & Equipment Control	(C.10)
	Weapons Control	(C.11)
	Detainee Discipline	(C.12)
	Supervision for Special Housing	(C.13)
	Contingency/Emergency Plan	(C.14)(K.9)

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

<b>(7) Services and Programs</b>		
<i>Objective</i> - Addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence.		
<b>Deduction: 15%</b> (See Performance-Based Detention Standards) <b>SECTION</b>		
Performance-Based Detention Standards	Classification, Review, and Housing	(G.1) (K.16)
	Religious Practices	(G.2) (K.17)
	Volunteer Work Assignments	(G.3)
	Work Assignments and Security	(G.4)
	Exercise and Out-of-Cell Opportunities	(G.5)
	Legal Materials	(G.6)
	Legal Representation	(G.7) (K.18)
	Telephone Access	(G.8)
	Visitation Privileges	(G.9)
	Detainee Mail and Correspondence	(G.10)(K.19)
<b>(8) Workforce Integrity</b>		
<i>Objective</i> - Address the adequacy of the facility's hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct.		
<b>Deduction: 2.5%</b> (See Performance-Based Detention Standards) <b>SECTION</b>		
Performance-Based Detention Standards	Staff Background and Reference Checks	(H.1)
	Staff Training, Licensing, and Credentialing	(H.2)
	Staff Misconduct	(H.3)
<b>(9) Detainee Discrimination</b>		
<i>Objective</i> – Address the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability.		
<b>Deduction: 2.5%</b> (See Performance-Based Detention Standards) <b>SECTION</b>		
Performance-Based Detention Standards	Discrimination Prevention	(I.1)