

# EXHIBIT Q

**EROIGSA-15-0005**  
**INTERGOVERNMENTAL SERVICE AGREEMENT**  
**BETWEEN THE**  
**UNITED STATES DEPARTMENT OF HOMELAND SECURITY**  
**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS**  
**AND**  
**CITY OF MCFARLAND, CA**

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and City of McFarland, CA, (“Service Provider”) for the detention and care of aliens (“detainees”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**Mesa Verde Detention Facility**  
**425 Golden State Ave**  
**Bakersfield, CA 93301**

The following documents constitute the complete agreement:

- Intergovernmental Service Agreement (IGSA)
- Original Proposal dated 12/23/2013, as revised dated 12/18/2014, incorporated herein by reference
- Attachment 1 - PBNDS 2011 OPTIMAL PROVISIONS
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2005-2043, Revision 18, Dated 12/22/2014
- Attachment 4 - Quality Control Plan
- Attachment 5 - Quality Assurance Surveillance Plan
  - 5.A. Performance Requirements Summary
  - 5.B. Sample Contract Deficiency Report
- Attachment 6 – Performance Work Statement (PWS)
- Attachment 7 – Staffing Plan
- Attachment 8 – Incorporation of DHS PREA Standards
- Appendix A - CLIA Waived Testing and Routine Labs

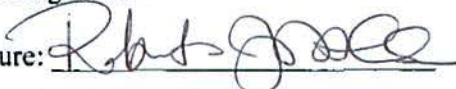
Updated: 11/18/2014

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of McFarland and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

Roberta J Halls  
Contracting Officer

Signature: 

Date: 1-27-15

**ACCEPTED:**

City of McFarland, CA

John Wooner  
City Manager

Signature: 

Date: 1/23/2015

Updated: 11/18/2014

# **Attachment 6**

## **Performance Work Statement (PWS)**

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## **Performance Work Statement (PWS)**

### **I. INTRODUCTION**

#### **A. Background**

Enforcement and Removal Operations (ERO), a component of U.S. Immigration and Customs Enforcement (ICE), maintains custody of one of the most highly transient and diverse populations of any detention system in the nation. These detainees are housed in authorized facilities nationwide including local facilities operating under Inter-Governmental Service Agreements (IGSAs), private Contract Detention Facilities (CDFs), and ICE-owned Service Processing Centers (SPC).

A key goal of Immigration Detention Reform is to create a civil detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions based on characteristics of a diverse population including an individual's perceived threat to the community, risk of flight, type and status of immigration proceeding, community ties, and medical and mental health issues.

#### **B. Scope of Work Performance**

This Performance Work Statement (PWS) sets forth the Agreement's performance requirements for IGSA-provided detention facilities and services for ICE detainees.

The Facility's operation shall fully comply with the requirements of 2011 Performance-Based National Detention Standards (PBNDS), including optimal provisions listed in the agreement with the Service Provider.

The Service Provider will provide a stand-alone 400-bed adult detention facility in Bakersfield, California. The detainee population housed at this facility may include people with mental health, medical and dental issues, those with no criminal history, and those with serious criminal histories, dependent on the needs of the ERO Field Office and subject to the requirements of PBNDS. No minors will be housed at this facility. The facility will provide appropriate support services to include health services, food, laundry, intake, law library, visitation, maintenance, and recreation, among other services, in a manner appropriate to the needs of the immigration detention population.

Security staff will be posted in the housing units with an officer's station provided in each dayroom. Central control will be manned 24/7. The SMU recreation area will include one recreation yard of at least 180 square feet (10 feet by 18 feet), with a basketball goal at one end. Pursuant to PBNDS 2011 optimal requirements, administrative segregation detainees will receive at least 2 daily hours of recreation, and disciplinary segregation detainees will receive at least 1 daily hour of recreation.

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The facility provides a central dining room, a contact visitation room, a large outdoor recreation yard, medical unit, administrative space, etc.

Multiple CCTV cameras are located throughout the facility, including in all housing units and areas where detainees are authorized movement; all entry and exit points; dining halls; recreation, visitation, and parking areas; and the SMU, to ensure the safety of detainees and others.

Space for courtrooms and other areas for legal and administrative processing with capability for video teleconferencing, compliant with the requirements of the Executive Office for Immigration Review, will be provided.

**C. Explanation of Terms/Acronyms**

1. **ADMINISTRATIVE CONTRACTING OFFICER (ACO):** ICE employee responsible for contract compliance, contract administration, cost control, and reviewing Contracting Officer's Representative's (COR) assessment of Service Provider's performance.
2. **ADULT LOCAL DETENTION FACILITY (ALDF):** A facility which detains persons over the age of 18.
3. **ALIEN:** Any person who is not a citizen or national of the United States.
4. **BED DAY:** Per diem "detainee day" or "man-day" means day in or day out and all days in between. The Service Provider may charge for day of arrival or day of departure, but not both.
5. **BOOKING:** Admission procedure for an ICE 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.
6. **BUREAU OF PRISONS (BOP):** The U.S. Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.
7. **COMPLAINT:** A written or verbal expression of grief, pain, or dissatisfaction by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
8. **CONTRACTOR:** The entity, which provides the services, described in this Performance Work Statement.



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9. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
10. **CONTRACTING OFFICER'S REPRESENTATIVE (COR):** An employee of the Government, appointed by the Contracting Officer, to assist in the technical monitoring or administration of the contract.
11. **CONTROL ROOM:** 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.
12. **DEPARTMENT OF HOMELAND SECURITY (DHS):** The United States federal executive department responsible for ensuring the homeland is safe, secure, and resilient against terrorism and other hazards.
13. **DEPARTMENT OF JUSTICE (DOJ):** The United States federal executive department responsible for enforcement of the law and administration of justice. It includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
14. **DESIGNATED SERVICE OFFICIAL:** An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
15. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency.
16. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
17. **Detainee, Personal Property, Receipts, Visitors List, Photographs, Fingerprints, Disciplinary Infractions, Actions Taken, Grievance Reports, Medical Records, Work Assignments, Program Participation, Miscellaneous Correspondence, etc.**
18. **DETENTION OFFICERS:** Service Provider's staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.
19. **DETENTION STANDARDS COMPLIANCE UNIT (DSCU):** A unit within Enforcement and Removal Operations whose purpose is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure

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detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.

20. **DIRECT SUPERVISION:** A method of detainee management that ensures continuous direct contact between detainees and staff by posting sufficient officers to provide frequent, nonscheduled observation of, and personal interaction with detainees.
21. **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.
22. **ENFORCEMENT AND REMOVAL OPERATIONS (ERO):** A component of U.S. Immigration and Customs Enforcement, responsible for the identification, apprehension, and removal of illegal aliens from the United States.
23. **ENTRY ON DUTY (EOD):** The first day the employee begins performance at a designated duty station on this contract.
24. **ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE):** This document initiates the analysis and evaluation of environmental effects of proposed actions and considers alternative proposals. It determines the need for an Environmental Assessment.
25. **ENVIRONMENTAL ASSESSMENT (EA):** Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. It determines the need for an Environmental Impact Statement.
26. **ENVIRONMENTAL IMPACT STATEMENT (EIS):** Comprehensive document providing 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.
27. **FACILITY:** The physical plant and grounds in which the Service Provider's services are operated.
28. **FINDING OF NO SIGNIFICANT IMPACT (FONSI):** Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).
29. **IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE):** An agency within the U.S. Department of Homeland Security that promotes homeland security and public safety through the criminal and civil enforcement of federal laws governing border control, customs, trade, and immigration.

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30. **ICE HEALTH SERVICE CORPS (IHSC):** The medical authority for ICE, provides on-site, direct patient care to ICE detainees at 23 detention locations and manages off-site medical referrals for aliens housed in approximately 270 other facilities nationwide. IHSC medical facilities follow applicable health care standards that guide current national policy regarding the delivery of health care.
31. **IMMEDIATE RELATIVES:** Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), siblings (including stepsiblings and half-siblings) and their spouses.
32. **INCIDENT REPORT:** Written documentation of an event, such as a minor disturbance, officer misconduct, any detainee rule infraction, etc.
33. **JUSTICE PRISONER AND ALIEN TRANSPORTATION SYSTEM (JPATS):** DOJ's prisoner transportation system operated by the U.S. Marshals Service (USMS), sometimes referred to as the "airlift."
34. **LIFE SAFETY CODE:** A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
35. **LOG BOOK:** The official record of post operations and inspections.
36. **MAN-DAY:** See Bed Day.
37. **MAN-HOUR:** Man-hour means productive hours when the required services are performed. Only productive hours can be billed.
38. **MARSHALS SERVICE (USMS):** An agency within the U.S. Department of Justice responsible for enforcing federal laws and providing support to virtually all elements of the federal justice system.
39. **MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. Limited information from these records is transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
40. **MEDICAL SCREENING:** A system of structured observation and/or initial health assessment to identify newly-arrived detainees who could pose a health or safety threat to themselves or others.
41. **OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU):** The ICE office, which implements a component-wide personnel security program.

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42. **ON CALL/REMOTE CUSTODY OFFICER POST:** These posts shall be operated on demand by the COR and shall include, but not be limited to, escorting and providing custody of detainees for hearings, ICE interviews, or at any other location requested by the COR.
43. **QUALIFIED HEALTH PROFESSIONAL:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
44. **QUALITY ASSURANCE:** The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.
45. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):** A Government document used to ensure that systematic quality assurance methods are used in the administration of performance based standards and other requirements included in this agreement.
46. **QUALITY CQNTROL (QC):** The Service Provider's inspection system, which covers all the services to be performed under the Agreement. The actions that a Service Provider takes to control the production of services so that they meet the requirements stated in the Agreement.
47. **QUALITY CQNTROL PLAN (QCP):** A Service Provider-produced document that addresses critical operational performance standards for services provided.
48. **RESPONSIBLE PHYSICIAN:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
49. **RESTRAINT EQUIPMENT:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
50. **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, stretchers, and emergency alarms).
51. **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.
52. **SECURITY PERIMETER:** The outer portions of a facility, which actually provide for secure confinement of detainees.
53. **SERVICE PROVIDER:** See Contractor.

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54. **STANDING MEDICAL ORDERS:** Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
55. **TOUR OF DUTY:** No more than 12 hours in any 24-hour period with a minimum of eight hours off between shifts, except as directed by state or local law.
56. **TRANSPORTATION COSTS:** All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
57. **UNIFORM:** A clearly identifiable outfit which can include traditional or non-traditional articles such as khaki pants and polo shirts.
58. **WEAPONS:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and authorized batons.

## II. GENERAL INFORMATION

### A. Introduction

Unless otherwise specified, *all* plans, policies, and procedures shall be developed by the Service Provider and submitted in writing to the CO for review **and concurrence** prior to receiving detainees for housing. Once concurrence has been granted, these plans, policies, and procedures shall not be modified without the prior written acknowledgment of the CO. The Service Provider does not have a right of refusal and shall take all referrals from ICE, as long as the individuals have been properly classified to be housed at this facility. The Service Provider is prohibited from constructing or making modifications to or adding any additional bed space or facilities at the facility location without the prior written approval of the CO.

### B. General

The Service Provider shall abide by all rules and regulations in the following sources:

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copies of the supplements as they are issued. Copies are obtainable for purchase through the Internet website. [HTTP://www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/).
4. Officers' Handbook (M-68)
5. The 2011 Performance Based National Detention Standards (PBNDS). (Note: The provisions of the PBNDS 2011 should be interpreted as minimum requirements. Facilities are encouraged to design and operate the facility to provide the least restrictive conditions appropriate to maintain the security and safety of the staff and detainees.)
6. Subpart A of the U.S. Department of Homeland Security (DHS) Regulation titled "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014).
7. Federal, state, and local laws governing use of firearms, fire safety and environmental health.
8. All other regulations provided to the Service Provider by the authority of the CO.

All services must comply with this agreement and all applicable federal, state, and local laws and standards. Should a conflict exist between any of these laws or standards or

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regulations, the most stringent shall apply. If the Service Provider is unable to determine which law or standard is more stringent, the CO shall determine the appropriate standard.

This PWS contains numerous references, which direct the Service Provider to notify, contact, or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities. The Service Provider is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

**C. Records Management**

The Service Provider shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 271 O.8A, *Removal and Maintenance of Documents*. Criminal penalties for unlawfully destroying, damaging, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

**D. Inspection by Regulatory Agencies**

Work described in the contract is subject to inspection by other Government agencies. The Service Provider shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

**E. Performance Evaluation Meetings**

The Service Provider's representatives shall meet with the COR(s) on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Service Provider performance and allow for discussion and resolution of problems.

**F. Service Provider's Employee Manual**

The Service Provider shall provide an Employee Manual, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use

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6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Service Provider must provide a copy of the Employee Manual to the Service Provider's employees at the facility. Upon request by the COR, the Service Provider shall document to the Government that all employees have reviewed a copy of the manual.

**G. Housing, Health, and Medical Care**

The Service Provider shall provide detention services, to include detainee welfare and record keeping services for ICE.

**1. Detention Site Standards**

The Service Provider shall ensure the detention site conforms to ACA and the 2011 PBNDS. A fire and emergency plan shall exist and shall be aggressively managed. The Service Provider shall ensure facilities conformance to the following:

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of two (2) times per shift. All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Service Provider shall take immediate action to repair all defective findings and/or equipment. All inspection results and any instructions to staff shall be logged into the housing area security logbook and be available for review by the COR.

The Facility shall be subject to periodic and random inspections by the COR, or other officials as may be determined by ICE, to ensure compliance with the 2011 PBNDS and the terms of this agreement. Deficiencies shall be immediately rectified or a plan for correction submitted by the Service Provider to the COR for approval.

**2. Health and Medical Care**

Health care facilities will be properly sized and equipped for the detainee population, and will be staffed 24 hours a day. The Service Provider shall comply with written policies and procedures for appropriately addressing the health needs of ICE detainees. Policies and procedures shall be written to ensure that medical, dental, and mental health care are delivered in compliance with NCCHC



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standards and applicable PBNDS 2011 provisions and shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for emergency medical evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post orders for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. Policies and procedures addressing detention standards on medical care to include access to care, suicide prevention, hunger strikes, etc.
- f. Policies and procedures that support a system allowing for detainees to request medical/mental health services through submission of written requests. Medical/mental health requests for treatment deemed urgent by the medical provider will be forwarded by the Service Provider to the COR and/or alternate COR as soon as possible. Detainee requests shall be addressed with urgency.
- g. Policies and procedures that support a continuum of health care services including screening, prevention, health education, diagnosis, and treatment consistent with National Commission on Correctional Health Care (NCCHC) standards and applicable clinical guidelines.
- h. Policies and procedures that ensure that detainees released or removed will receive a discharge plan, a full copy of medical records, medication and referrals to community-based providers as medically appropriate.
- i. Policies and Procedures that include all screening inquiries required by PBNDS 2011 Standard 4.3, including: past hospitalizations, relevant family medical history, dietary needs and past or recent abuse or violence; and that include – where there is a clinically significant finding as a result of the initial screening – an immediate medical/mental referral with the detainee receiving a health assessment no later than two working days from the initial screening unless the clinical situation would dictate earlier evaluation.
- j. Policies and procedures that ensure that detainees experiencing severe, life-threatening intoxication or withdrawal are transferred immediately to a licensed acute care facility.
- k. Any detainee complaint for medical care not received shall be promptly addressed and the COR shall be immediately notified.

### **III. PERSONNEL**

The Service Provider shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Service Provider shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Service Provider will effect disciplinary or adverse action against employees who disregard those standards.

#### **A. Minimum Standards of Employee Conduct**

The Service Provider shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards.

A record of this certificate must be provided to the COR prior to the employees beginning work under this contract. The Service Provider shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Service Provider shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COR. Violations may result in employee removal from the facility. Failure on the part of the Service Provider either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action including possible termination for default.

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8. The Service Provider shall not employ any person who is currently an employee of any federal agency - including active duty military personnel - or whose employment would present an actual or apparent conflict of interest.

**B. Random Drug Testing**

The Service Provider shall have a random drug-screening program that randomly tests a minimum of 10% of all Service Provider staff every quarter. ICE may require drug screening for cause at any time. The Service Provider shall order and accomplish drug screening at the Service Provider's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Service Provider shall provide the results of all such drug screening to the COR within 24 hours after receipt.

**C. Contraband Program and Inspection**

A contraband control program shall be established in accordance with the 2011 PBNDs and the ACA standards on the control of contraband. The Service Provider's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COR, the Service Provider shall immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke employees' credentials, complete required disposition, and immediately notify the COR when the employee is removed from duty.

**D. Removal from Duty**

If the COR or the Service Provider receives and confirms disqualifying information concerning a Service Provider employee, the Service Provider shall, upon notification by the COR, immediately remove the employee from performing duties under this Agreement. The Service Provider shall revoke the employee's identification credentials and complete any required dispositions. The Service Provider shall immediately notify the COR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.), or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.

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6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

ICE may direct the Service Provider to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COR or the Contracting Officer. The Service Provider shall take action immediately and notify the COR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook",
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Possession of alcohol, illegal substances, or contraband while on duty;
13. Undue fraternization with detainees as determined by the COR;
14. Repeated failure to comply with visitor procedures as determined by the COR;
15. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this Agreement;

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18. Service Provider employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition. At the direction of the COR, the Service Provider shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COR. If such reassignments are not available, the Service Provider shall remove the employee from work under this contract and other ICE contracts.

**E. Tour of Duty Restrictions**

The Service Provider shall not utilize any uniformed contract employee to perform duties under this Agreement for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight hours off between shifts. Authorization is required from the COR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Service Provider or another employer, those hours shall count against the 12-hour limitation. Employees performing transportation duties can work up to 15 hrs in a 24 hr period as needed under Department of Transportation regulations.

**F. Dual Positions**

In the event that a supervisory detention officer is not available for duty the Service Provider should provide a full-time supervisor as a replacement. A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COR will document and refer to the Contracting Officer the failure of the Service Provider to provide necessary personnel to cover positions.

**G. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his or her post until relieved by another Detention Officer. When the Service Provider or Service Provider's Supervisors authorize rest or relief periods, the Service Provider shall assign undesignated officers to perform the duties of the Detention Officers on break.

**H. Personnel Files**

The Service Provider shall maintain a system of personnel files, and make all personnel files available to the CO and the COR upon request. These files shall be maintained and current for the duration of the employee's tenure under the Agreement. The files shall contain verification of training and experience and credentials for all the staff.

## **I. Uniform Requirements**

These requirements apply to Resident Monitoring Staff (Supervisory Detention Officers and Detention Officers) who perform work under the contract.

### **1. Uniforms**

The Service Provider shall provide uniforms to its employees, such as khaki pants and polo shirts. The design and color of the Service Provider's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Supervisory personnel should wear different color shirts to distinguish them from line staff. Each officer shall wear an identification nametag over the right breast shirt pocket. Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, and key-holder. The Service Provider shall ensure that each officer has a complete uniform while performing assignments under this Agreement.

Prior to the Agreement performance date, the Service Provider shall document to the COR the uniform and equipment items that have been issued to each employee. The COR shall have the right to approve or disapprove any uniform apparel.

### **2. Identification Credentials**

The Service Provider shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Service Provider identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Service Provider issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager designated Service Provider personnel.

- c. To avoid the appearance of having Government issued badges, the Service Provider shall not possess wallet type badges or credentials. All credentials shall be approved by the COR.

## **J. Permits and Licenses**

### **1. Business Permits and Licenses**

The Service Provider must obtain all required permits and licenses by the date of the Agreement award. The Service Provider must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located. Throughout the term of this Agreement, the Service Provider shall maintain current permits/business licenses and make copies available for Government Inspection. The Service Provider shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

### **2. Licensing of Employees**

Before reporting to duty on this contract, the Service Provider shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is located. The Service Provider shall verify all licenses and certifications. If applicable, all Service Provider staff shall possess a current license/registration, in the state in which they are practicing.

### **3. Jurisdiction**

The Service Provider's authority under this Agreement is limited to space or posts that are under the charge and control of ICE. The Service Provider will not extend his services into any other areas.

## **K. Encroachment**

Service Provider employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE. Service Provider employees shall not enter any restricted areas of the processing centers unless necessary for the performance of their duties.

## **L. Work Schedules**

The Service Provider shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

### **1. Post Work Schedules**

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One week in advance, the Service Provider shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COR on a monthly basis. Schedules shall be prepared on a form designated by ICE. The Service Provider can use their own format if they already have an established procedure for doing so. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Service Provider shall provide, to ICE the duty roster showing all assignments for the following day. At the completion of each shift, the Service Provider shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, or approved equivalent Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COR. The on-duty Service Provider Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When an employee is not being utilized at a given post, the Service Provider at the direction of the COR or ICE Supervisor on Duty may reassign him/her to another post.

## 2. Starting and Stopping Work

The Service Provider is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Service Provider shall provide, to ICE COR, documentation certifying that each contract employee has been issued approved uniforms and equipment prior to Entry on Duty (EOD) date.

## 3. Recording Presence

The Service Provider shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Service Provider's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Service Provider must utilize those points for this purpose. Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Service Provider.



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Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on anyone line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Service Provider must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

**4. Rest Periods**

When the Service Provider authorizes rest and relief periods for a Service Provider employee, a substitute officer shall be assigned to the duty location.

**5. Work Relief**

When the work assignments require that the Service Provider's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COR. The Service Provider shall enforce the procedure without exceptions.

**6. Hospitalization of Detainees**

The detainees shall not use the telephones unless the Service Provider receives prior approval from the COR. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. The Service Provider is obligated to relay messages as requested by the detainee to ICE COR.

## **IV. BACKGROUND AND CLEARANCE PROCEDURES**

### **A. Initial Drug Testing**

The Service Provider must obtain screening for the use of illicit drugs of every employee and prospective employee working under this Agreement. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening. Prior to the granting of a favorable EOD decision, the Service Provider must submit the results of the drug screening on the applicant to the COR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COR. The results of an applicant's drug test must be submitted to the COR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The ICEIDRO reserves the right to expand the list above to include additional drug/drug classes.) Service Provider shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, Service Provider must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Service Provider must post the ICE "Drug Free Workplace Policy" in all facility work areas.

### **B. Training**

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COR receives written certification from the Service Provider.

Facility staff will be trained in accordance with the 2011 PBNDS and ACA standards. To enhance the staff's ability to carry out the mission of civil detention, additional training related to communication skills, sensitivity, multi-cultural awareness, PREA and basic medical care shall be provided and required.

To support a civil versus penal environment, facility staff may be dressed in non-traditional uniforms.

Employees shall not perform duties under this Agreement until they have successfully completed all initial training and the COR receives written certification from the Service Provider.

## 1. General Training Requirements

- a. All employees will have the training described in the ACA Standards and in this section. The Service Provider shall provide the required refresher courses or have an institution acceptable to the COR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
- b. All new Officers and Custody staff will receive 120 hours of training as delineated in the ACA Standards during the first year of employment.

All staff assigned to the facilities addressed in this IGSA will also receive any other additional training ICE may require.

*\*\*Firearm Training for Required Armed Detention Services in accordance with State licensing requirements. Service Provider shall certify proficiency every quarter.*

Additional classes shall be at the discretion of the Service Provider with the approval of the COR.

## 2. Refresher Training

- a. Every year the Service Provider shall conduct 40 hours of Refresher Training for all Officers and Custody staff including Supervisory Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
- b. The Service Provider shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Service Provider shall provide documentation of refresher training to the COR.
- c. In addition to the refresher training requirements for all Officers and Custody staff, supervisors must receive refresher training relating to supervisory duties.

## 3. Basic First Aid and CPR Training

- a. All members of the Service Provider's security staff shall be trained annually in basic first aid and CPR. They must be able to:
  1. Respond to emergency situations within four minutes.
  2. Recognize warning signs of impending medical emergencies.
  3. Know how to obtain medical assistance.
  4. Recognize signs and symptoms of mental illness.
  5. Administer medication.

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6. Know the universal precautions for protection against blood-borne diseases.

4. Supervisory Training

All new Supervisory Officers assigned to perform work under this agreement must successfully complete a minimum of 40 hours of formal supervisory training provided by the Service Provider prior to assuming duties. This training is in addition to mandatory training requirements for Officers. Supervisory training shall include the following management areas:

- a. Techniques for issuing written and verbal orders
- b. Uniform clothing and grooming standards
- c. Security Post Inspection procedures
- d. Employee motivation
- e. Scheduling and overtime controls
- f. Managerial public relations
- g. Supervision of detainees
- h. Other company policies
- i. Responding to sexual assault/abuse
- j. Responding to assaults on staff, detainee on detainee violence, and supervising and/or responding to uses of force.

All supervisory staff assigned to the facilities addressed in this IGSA will also receive training in the Civil Rights Civil Liberties (CRCL)/ICE relationship, Women's Issues in Detention, the Violence Against Women ACT (VAWA), Asylum Seekers in Detention, and Mental Health Concerns in ICE Detention.

Additional classes shall be at the discretion of the Service Provider with the approval of the COR.

The Service Provider shall submit documentation to the COR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

5. Proficiency Testing

The Service Provider shall give each Officer and Custody staff a written examination consisting of at least 25 questions after each classroom-training course is completed. The Service Provider may give practical exercises when appropriate. The COR shall approve the questions before the Service Provider

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can administer the examination. To pass any examination, each officer and custody staff must achieve a score of 80% or better. The Service Provider must provide the COR with the eligible Officer or Custody staff's completed exam before the Officer or Custody staff may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Service Provider and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Service Provider shall remove the employee from duties on this agreement.

**6. Training Documentation**

- a. The Service Provider shall submit a training forecast and lesson plans to the COR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COR observation/evaluation opportunity.
- b. The Service Provider shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COR or ICE designee.

## **V. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT**

### **A. Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention**

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the 2011 PBNDS. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files. Information from a detention file will be released to an outside third party only with the detainee's signed release-of-information consent form. Any release of information will be in accordance with applicable Federal and state regulations.

### **B. Manage the Receiving and Discharge of Detainees**

In accordance with the 2011 PBNDS, the Service Provider will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed to ensure they can be housed at the facility, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

The Service Provider shall comply with the ICE policy on Admission and Release when entering detainee admission and release data. ICE detainees shall be fingerprinted in accordance with the ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population.

This facility is designed for Level I, II, and III detainees that include non-criminals as well as those with criminal records.

Detainees will have access to a minimum of one free telephone call during the admission process and the release process.

### **C. Manage and Account for Detainee Assets (funds, property)**

The Service Provider will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

The Service Provider shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management.

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Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Service Provider shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

**D. Securely Operate the Facility**

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys. Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program (or equivalent) specializing in the operation of locks and locking mechanisms. The Service Provider shall provide constant unarmed perimeter surveillance of the facility. Surveillance may be provided via a minimum of one motorized security patrol.

The Service Provider shall develop policies and procedures regarding detainee use of those classified controlled tools and equipment most likely to be used in an escape or as a weapon. Further, the Service Provider shall ensure that detainee usage of those classified controlled tools and equipment is only under direct Service Provider staff supervision.

**E. Enforce the Detainee Disciplinary Policy**

The Service Provider shall comply with the 2011 PBNDS disciplinary policy. Facility authorities may take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility, consistent with PBNDS 2011 Standard 3.1.

**F. Administrative Segregation Policy**

Placements in administration segregation for purposes of protection custody should only be done for short duration. Use of administrative segregation to protect vulnerable populations shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, and as a last resort. Detainees who have been placed in administrative segregation for protective custody shall have access to programs, services, visitation, counsel and other services to the maximum extent possible.

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The Service Provider shall notify the Field Office Director in writing whenever an ICE detainee has been held continuously in segregation for:

- a. 14 days, or 14 days out of any 21 day period;
- b. 30 days; and
- c. At every 30-day interval thereafter.

The Service Provider shall notify the Field Office Director in writing as soon as possible, but no later than 72 hours after the initial placement of an ICE detainee in segregation if:

- a. The detainee has been placed in administrative segregation on the basis of a disability, medical or mental illness, or other special vulnerability, or because the detainee is an alleged victim of a sexual assault, is an identified suicide risk, or is on a hunger strike; or
- b. A detainee placed in segregation for any reason has a mental illness or serious medical illness or serious physical disability.

The Service Provider shall also notify the appropriate Field Office Director in writing whenever a detainee who has been the subject of a prior notification pursuant to this section is subsequently released from segregation.



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**G. Maintain Detainee Accountability**

Population counts will be conducted in accordance with the 2011 PBNDS. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, the control center and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secured away from the detainee population.

**H. Collect and Disseminate Intelligence Information**

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

**I. Provide Security Inspection System**

The Service Provider will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Service Provider's inspections program will meet the requirements of the 2011 PBNDS for Security Inspections.

The Service Provider shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency. The Government may investigate any incident pertaining to performance of this contract. The Service Provider shall cooperate with the Government on all such investigations. The Service Provider shall immediately report all serious incidents or criminal activity to the COR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Pursuant to ICE

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instructions, the Service Provider shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

**J. Maintain Institutional Emergency Readiness**

The Service Provider shall submit an institutional emergency plan that will be operational prior to issuance of the NTP. The plan shall receive the concurrence of the COR prior to implementation and shall not be modified without the further written concurrence of the CO. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community. Likewise, the Service Provider shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this contract. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with the 2011 PBNDS regarding Emergency Plans.

The Service Provider shall submit to the COR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract. The COR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Service Provider shall at all times be consistent with all applicable policies of the 2011 PBNDS on Use of Force.

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**K. Manage Computer Equipment and Services in Accordance with all Operational Security Requirements**

The Service Provider must comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Service Provider will inform all personnel of the confidential nature of ICE detainee information.

The Service Provider will restrict access of data information pertaining to ICE detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties. In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Service Provider may not disclose information obtained pertaining to ICE detainees to a third party without written permission from the COR. The Service Provider is required to develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Service Provider will notify the COR and alternate COR within four hours of a security incident.

## **VI. FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

The Service Provider shall maintain a copy of facility post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Service Provider employees shall write reports of incidents as outlined in the post orders. The Service Provider shall operate and control all designated points of access and egress on the site; such as, detainee housing units, courtrooms, medical facilities, and hold rooms. The Service Provider shall inspect all packages carried in or out of site in accordance with ICE procedures. The Service Provider shall comply with ICE security plans.

The Service Provider shall comply with all the 2011 PBNDS pertaining to the security and control of the detention facilities. The Service Provider will adhere to local operating procedures within each facility.

### **B. Unauthorized Access**

The Service Provider shall detect and detain persons attempting to gain unauthorized access to the site(s) identified in this contract.

### **C. Direct Supervision of Detainees**

The Service Provider shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies.

### **D. Logbooks**

The Service Provider shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Service Provider Staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

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**E. Records and Reports**

The Service Provider shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The Service Provider shall provide monthly status reports to the COR or alternate COR. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports must be submitted to the COR or alternate COR by the fifth of each month for the previous month's activities and staffing.

The Service Provider shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this Agreement. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection. The Service Provider shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this Agreement. The distribution, format, and time elements for these reports shall be directed by Government requirements. All records and logs, required for operation and performance of work under this Agreement, shall be made available to ICE at Agreement completion. The Service Provider shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination. The written inventory shall be recorded on Standard Form (SF) 135 or approved equivalent, Records Transmittal and Receipt, and shall be consistent with the National Archives and Records Administration (NARA) guidelines for inventoried records (see: <http://www.nara.gov/records/index.html>). Inventory shall describe the contents of a particular box of records and shall include record type and date of records, and shall be consistent with NARA inventory requirements.

The SF - 135, Records Transmittal and Receipt, shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF- 135a, Records Transmittal and Receipt (continuation), and the Service Provider shall inventory the records to that level of detail.

**F. Detainee Counts**

The Service Provider shall monitor detainee movement and physically count detainees as directed in the ICE Detentions Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/detention->

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standards/2011/ ). All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

**G. Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of the site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Service Provider shall also notify the COR of any abnormalities or problems. The Service Provider shall immediately notify the COR or alternate COR on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COR by the end of the shift.

**H. Control of Contraband**

The Service Provider shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with the 2011 PBNDS, and turned over to the COR or alternate COR on duty. The Service Provider shall document records of the searches in a logbook and forward a report to the COR within 24 hours after discovery of the contraband items.

**I. Keys and Access Control Devices**

The Service Provider shall adhere to key control policies, in accordance with the 2011 PBNDS

Entrance Access Controls: The Service Provider shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by the 2011 PBNDS.

The Service Provider may accept registered mail and parcels, in accordance with ICE approved procedures. The Service Provider shall be responsible for the distribution of all received mail and parcels.

## Attachment 6 – Performance Work Statement (PWS)

**J. Control of Chemicals**

The Service Provider shall adhere to, the 2011 PBNDS, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

**K. Post Orders**

The Service Provider shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Service Provider is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

The Service Provider shall make post orders available to all Service Provider employees. Each Service Provider Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Service Provider shall retain its employees' certifications and make them available to the COR upon request.

**L. Deviation from Prescribed Schedule Assignments**

The Service Provider is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COR. All deviations shall be recorded in the daily logbook. When the COR is not available, the Service Provider shall notify the alternate COR immediately or as soon as is practically possible.

**M. Use of Force Policy**

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. The Service Provider shall adhere to the 2011 PBNDS on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
2. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.

## Attachment 6 – Performance Work Statement (PWS)

- d. A list of all participants and witnesses (Service Providers, detainees, and ICE personnel) to incident.
3. The calculated use of force must be in accordance with the 2011 PBNDS and requires, at a minimum, the following:
  - e. The formulation of an After Action Review Team, which must include the participation of the COR or other designee of the Field Office Director.
  - f. An After Action Report submitted to the Field Office Director and COR within 30 days of the incident, with corrective actions noted, if applicable.
  - g. Video footage of the incident must be made available for potential ICE review.

**N. Use of Restraints Policy**

The Service Provider shall comply with the 2011 PBNDS governing the use of restraint equipment. Restraints shall never be applied as punishment nor shall they be used for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Service Provider from using all other restraint devices.

**O. Intelligence Information**

The Service Provider shall notify the COR or Alternate COR immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

**P. Lost and Found**

The Service Provider shall log and maintain all lost and found articles and shall report all items to the COR or Alternate COR.

**Q. Escapes**

The Service Provider shall take all appropriate measures to prevent escapes. The Service Provider shall notify the COR and Alternate COR immediately if an escape or an attempted escape has occurred. The Service Provider shall provide the COR and alternate COR with a written report prior to the end of the shift. The Service Provider shall be held to the following standards concerning escapes:

1. The Service Provider assumes absolute liability for the escape of any detainee in its control, subject to limitations delineated in item 5 below.



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2. The Service Provider shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Service Provider Employee(s) from duty if the Service Provider Employee(s) is/are determined by the Service Provider or the COR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COR for approval. A written report of the remedial action shall be due to the COR within 24 hours of an escape or attempted escape.
5. ICE may make deductions due to nonperformance. It is specifically understood and agreed that the Government may not reduce the Service Provider's invoice or otherwise withhold payment from or impose any financial penalty upon the Service Provider based upon walk-aways or escapes from the facility, unless such walk-aways or escapes are the result of the Service Provider's gross negligence, it being understood and agreed that this is not a secure facility.

**R. Injury, Illness, and Reports**

The Service Provider shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Service Provider employees shall provide first aid when necessary.

The Service Provider shall immediately notify the COR and alternate COR about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COR and alternate COR. The Service Provider shall submit a follow-up written report to the COR within 24 hours of the occurrence. The Service Provider shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Service Provider staff, ICE staff, or property damage.

The Service Provider shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

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**S. Protection of Employees**

The Service Provider shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual. (For additional information, please see Occupational Exposure to Blood Borne Pathogens, 29 CFR 1910.1030.)

**T. Medical Requests**

The Service Provider shall adhere to ICE policies and procedures regarding detainee medical requests. Please see [http://www.ice.gov/doclib/IPBNDs/pdf/medical\\_care.pdf](http://www.ice.gov/doclib/IPBNDs/pdf/medical_care.pdf) to view the 2011 PBNDS on Medical Care. If a detainee requires emergency medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Service Provider's Supervisor will, in turn, notify the medical provider as well as the COR and alternate COR.

**U. Emergency Medical Evacuation**

The Service Provider shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

**V. Sanitation and Hygienic Living Conditions**

The Service Provider shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Service Provider shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

## **VII. MANAGE A DETAINEE WORK PROGRAM**

### **A. General**

It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details. Detainees shall not be used to perform the responsibilities or duties of an employee of the Service Provider. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the Service Provider. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances, unusual physical demands, and cleaning of medical areas.

## **VIII. HEALTH SERVICES**

The Service Provider will provide all health and medical-related services for the facility, as previously described in this PWS and consistent with PBNDS 2011 requirements.

### **A. Manage a Detainee Death in Accordance with the 2011 PBNDS on Terminal Illness, Advance Directives, and Death**

The Service Provider shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file..

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

The Service Provider shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state approved death certificates, and local transportation of the body. The Service Provider shall in cooperation with the Field Office representative, ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

## **IX. FOOD SERVICE**

### **A. Manage Food Service Program in a Safe and Sanitary Environment**

The Service Provider shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing, and managing resources to meet the operational needs of the food service program. The Service Provider shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the provisions of the 2011 PBNDS on Food Service. The facility will feature centralized dining rooms where detainees can go for their three nutritionally balanced meals, with added vending machines for those detainees wishing to purchase additional snacks.

## **X. DETAINEE SERVICES AND PROGRAMS**

### **A. Manage Multi-Denominational Religious Services Program**

The Service Provider shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the 2011 PBNDS on Religious Practices and relevant federal statutes.

### **B. Provide for a Detainee Recreation Program**

The Service Provider shall develop and ensure adequate and meaningful recreation programs for detainees at the facility, consistent with the requirements of PBNDS 2011 Standard 5.4, including all optimal provisions. In addition to the indoor and outdoor recreation areas, the facility shall provide several multi-purpose rooms that can be used for activities such as indoor table games, watch TV, read, and generally interact with other detainees in a relaxed setting.

Indoor and outdoor areas will offer recreational equipment to provide aerobic and strength conditioning. A large recreation yard will be available for both male and female outdoor recreation. The male outdoor recreation area will provide a soccer field, basketball court, walking track, and a pavilion. The female outdoor recreation area will provide a pavilion, walking track, and some benches. Recreation areas will also offer recreational equipment to provide aerobic and strength conditioning. Indoor recreation areas will include recreation/exercise areas adjacent to each sleeping area, and day rooms located on both levels of the facility with sufficient seating for at least 80 detainees in each. All outdoor and indoor recreation areas will be open and available for detainees to utilize between 0500 and 2300 hours each day.

A reading library will be available that provides non-legal books and periodicals for general use. Computer and ESL classes will be offered. In addition, some arts and crafts opportunities will be made available.

### **C. Manage and Maintain a Commissary**

A commissary shall be operated by the Service Provider as a privilege to detainees who will have the opportunity to purchase from the commissary several times per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COR or alternate COR. The commissary inventory shall be provided to the COR upon request. The Service Provider may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned

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must be credited to the detainees. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Service Provider shall provide independent auditor certification of the funds to the COR every 90 days. At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

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

**D. Visitation**

General Visitation, including contact visitation, shall be available to the general population a minimum of 8 hours per day on weekdays and 10-12 hours per day on weekends. The facility shall provide several private areas for attorneys to visit clients, video conferencing ability for remote legal visitation, and multi-purpose rooms for NGOs rights presentations and EOIR LOP programs. These rooms shall also be available for use by consular officials.

**E. Law Library**

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for computers, printers, books, and materials to provide a reading area - "Law Library" - in accordance with the 2011 PBNDS on the Law Libraries and Legal Materials. Residents will have access to all required legal materials and electronic legal research capability. Legal kiosks will also be provided in every dayroom (including at least 5 in male housing unit dayrooms) to provide additional access to law library functions.

**F. Library**

The Service Provider shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area and detainees will be permitted to take books back to their housing area consistent with safety and security requirements.

**G. Barber Shop**

A barber shop, designed and equipped in accordance with ICE standards, shall be made available to ICE detainees.

## **H. Language Access**

The Service Provider will ensure communication assistance for limited English proficient, disabled, or illiterate detainees, consistent with the requirements of PBNDS 2011. All communications with detainees required by PBNDS 2011 must be conducted in language or manner that the detainee can understand: this includes the applicable content of all instructions given to ICE detainees and copies of the Detainee Handbook. All written materials provided to detainees shall generally be translated into Spanish. Where practicable, provisions for written translation shall be made for other significant segments of the ICE population with limited English proficiency.

Oral interpretation or assistance shall also be provided to any ICE detainee who speaks another language in which written material has not been translated or who is illiterate.

## **I. Create and Manage a Detainee Representative Program**

The Service Provider shall create and manage a Detainee Representative Program. Functioning separately from the Detainee Grievance Program, detainees elect representatives from their living quarters to represent them in bringing issues forward to staff and/or supervisors. A facility manager shall meet with detainee housing area representatives on a scheduled basis to address detainee concerns.

## **J. Physical Plant**

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. All equipment, supplies, and services shall be Service Provider-furnished except as otherwise noted. The facility, whether new construction expansion or an existing physical plant, shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health, or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The facility shall provide housing configurations commensurate with the security needs of the population. A one year construction schedule is acceptable for new physical plant requirements. The facility, whether new construction expansion or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- (1) The International Building Code – 2006 Edition (Applicable Code for Otero County, New Mexico).



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- (2) The Uniform Building Code (UBC), with the State of facility location's Amendments;
- (3) The Building Officials and Code Administrators (BOCA) National Building Code (NBC); or
- (4) The Standard Building Code (SBC).

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC. Whether new construction expansion or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply. E.O. 12699 - Whether new construction expansion or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction expansion or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards/Fed Std. - 795 4/01/88 Edition" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements. Activities, which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Service Provider shall remain in compliance with federal statutes during performance of the contract including, but not limited to the following Acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery; and other applicable laws, regulations and requirements. The Service Provider shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42U.S.C. 4321. The Service Provider shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Service Provider shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Service Provider shall be responsible in the

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same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Service Provider, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Service Provider shall immediately report the incident to the COR or ICE designated official. The liability for the spill or release of such substances rests solely with the Service Provider and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Service Provider shall comply with the requirements of the *Occupational Safety and Health Act of 1970* and all codes and regulations associated with 29 CFR 1910 and 1926.

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

For new construction expansion or existing physical plant, final and completed, the Service Provider prior to issuance of the NTP shall submit design/construction documents to the COR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COR on a monthly basis. Government staff will make periodic visits during construction to verify Service Provider progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COR within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP. Promptly after the occurrence of any physical damage to the facility (including disturbances), the Service Provider shall report such damage to the COR or ICE designated official. It shall be the responsibility of the Service Provider to repair such damage, to rebuild or restore the institution. A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Service Provider access to Government required space must be pre-approved by the COR. In cases of emergency the Service Provider shall notify the COR promptly.

The Service Provider, in accordance with its facility operation and maintenance, shall ensure that detainees are housed in a safe, secure, and humane manner. All

## Attachment 6 – Performance Work Statement (PWS)

equipment, supplies, and services shall be Service Provider-furnished except as otherwise noted.

The facility shall be designed, constructed, operated, and maintained in accordance with all applicable federal, state, and local laws, regulations, codes, guidelines, and policies.

The Service Provider shall provide and maintain a perimeter patrol and an electronic surveillance system, which will identify any unauthorized access to the institution's perimeter.

4. ICE IT Equipment: ICE shall provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure and cabling shall be provided by the Service Provider in accordance with the Structured Cable Plant Standard.

**NOTE:** ICE IT system must be a complete, independent and physically separate system from the Service Provider's IT system. The system shall serve all operational components to include ICE, EOIR and OPLA.

For further ICE and OPLA space requirements, please see *Contract Detention Facility (CDF) Design Standards for Immigration and Customs Enforcement (ICE)*, May 14, 2007; addendums: ICE Cabling Standards; Phone Specifications.

Government space shall be climate controlled and located consistent with the administrative office space for the Service Provider's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to Service Provider staff, except when specific permission is granted by on-site ICE, or OPLA staff. The Service Provider shall be responsible for all maintenance, security, and janitorial costs associated with space designated for Government staff. The Service Provider shall provide no less than 85 on-site parking spaces for Government use. The Service Provider shall ensure that video cameras monitor hallways, exits, and common areas. A qualified individual shall be responsible for monitoring this system inside and outside the building. Considering that the videos will be recordings of residents who may be seeking asylum or other considerations under U.S. immigration law, the Service Provider is required to maintain the tapes and may not release them to anyone, unless approved by DRS. The Service Provider shall develop a plan for keeping the videos for the duration of the project period and destruction of them upon completion of the program.

## **XI. PROPERTY ACCOUNTABILITY**

### **A. General**

The Service Provider shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

ICE shall maintain a written inventory of all Government property issued to the Service Provider for performance hereunder. Upon expiration of this contract, the Service Provider shall render a written accounting to the COR of all such property. The Service Provider shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Service Provider employees.

Normal wear and tear will be allowed. The Service Provider, upon expiration of services, shall immediately transfer to the COR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Service Provider shall cooperate fully in transferring property to the successor Service Provider.

The Government shall withhold final payment until adjustments are made for any lost property.

### **B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government**

The Government will furnish the following property at no cost to the Service Provider:

- I. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Service Provider shall be responsible to duplicate these standards for Service Provider employees.
- II. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable DHS work orders will be issued to the Service Provider via DHS Form 1-203, Order to Detain or Release Alien.
- III. ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space, to include the ICE and EOIR administrative phone system.

## **XII. FIREARMS / BODY ARMOR**

### **A. Firearms Requirements**

1.

[REDACTED]

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[REDACTED]

**B. Body Armor Requirements**

[REDACTED]

# EXHIBIT R

### Facility Management Agreement Executive Approval Form

(Form must be filled out completely)

This form should be the cover page for all new contracts and forwarded to the BDSG Administrative Assistant (with final contract) for distribution

Please check appropriate box:

Proposal

Draft Contract

Final Contract

Description of Agreement / RFP / Amendment submitted for approval:

New contract for the management and operation of an existing, secure institution at a single site to house an estimated [redacted] ICE detainees. Current lease with San Diego County expires 2015. Therefore, investment of a new facility may be required at that time.

Date Submitted to Executive Board: 6/27/05

By his/her signature below, the Customer Relations Manager represents that he or she has submitted the Agreement / RFP / Amendment to the Board with supporting summaries and financials as required by Facility Support Center Policy 1-2.

Kim Porter  
Senior Director, Customer Relations

Reviewed and Approved by: [Signature]

Vice President, Business Development

[Signature]  
Vice President, Operations

[Signature]  
Vice President, Finance

[Signature]  
Assistant General Counsel

#### Executive Management Signatures of Approval

[Signature]  
Chief Executive Officer

[Signature]  
Chief Financial Officer

[Signature]  
Chief Development Officer

[Signature]  
Chief Corrections Officer

[Signature]  
General Counsel



|                       |   |        |                         |
|-----------------------|---|--------|-------------------------|
| <b>AWARD/CONTRACT</b> | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 360) | RATING | PAGE OF PAGES<br>1   48 |
|-----------------------|---|--------|-------------------------|

|  |                                 |   |
|--|---------------------------------|---|
| CONTRACT (Proc. Inst. Ident.) NO:<br>JT-5-C-0003 | 3. EFFECTIVE DATE<br>07-01-2005 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.<br>05-98-05 USMS/ DRO-05-RQ0319 |
|--|---------------------------------|---|

|   |  |
|---|--|
| 5. ISSUED BY<br>Office of the Federal Detention Trustee<br>National Place Building, Suite 1210<br>1331 Pennsylvania Ave, NW<br>Washington, DC 20530 | 6. ADMINISTERED BY (If other than Item 5)<br>Same as Block 5 |
|---|--|

|   |   |
|---|---|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)<br>Corrections Corporation of America<br>10 Burton Hills Boulevard<br>Nashville, TN 37215 | 8. DELIVERY<br><input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) |
|---|---|

|   |                      |
|---|----------------------|
| 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:<br>FACILITY CODE | ITEM<br>See Block 12 |
|---|----------------------|

|                                      |  |
|--------------------------------------|--|
| 11. SHIP TO/MARK FOR<br>ODT-5-C-0003 | 12. PAYMENT WILL BE MADE BY<br>USMS/ ICE |
|--------------------------------------|--|


|  |   |
|--|---|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | 14. ACCOUNTING AND APPROPRIATION DATA<br>1020x 5500198 (USMS), 30-01-06-000 (ICE) |
|--|---|

| 15A. ITEM NO.                 | 15B. SUPPLIES/SERVICES        | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|-------------------------------|-------------------------------|---------------|-----------|-----------------|-------------|
|                               | See attached for details.     |               |           |                 |             |
|                               | Total amount for base year \$ |               |           |                 |             |
| 16G. TOTAL AMOUNT OF CONTRACT |                               |               |           |                 |             |

| 16. TABLE OF CONTENTS |      |                                       |         |  |      |  |         |
|-----------------------|------|---------------------------------------|---------|--|------|--|---------|
| (✓)                   | SEC. | DESCRIPTION                           | PAGE(S) | (✓)  | 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 | 6       | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |      |  |         |
| X                     | C    | DESCRIPTION/SPECS./WORK STATEMENT     | 30      | X  | J    | LIST OF ATTACHMENTS  | 6       |
| X                     | D    | PACKAGING AND MARKING                 | 1       | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |      |  |         |
| X                     | E    | INSPECTION AND ACCEPTANCE             | 1       |  | K    | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |         |
| X                     | F    | DELIVERIES OR PERFORMANCE             | 1       |  | L    | INSTRS., CONDS., AND NOTICES TO OFFERORS                         |         |
| X                     | G    | CONTRACT ADMINISTRATION DATA          | 2       |  | M    | EVALUATION FACTORS FOR AWARD                                     |         |
| X                     | H    | SPECIAL CONTRACT REQUIREMENTS         | 1       |  |      |  |         |

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

|  |  |
|--|--|
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ODT-4-R-0002 including the additions or changes made by you (which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|--|--|

|   |                  |  |                                |
|---|------------------|--|--------------------------------|
| 19A. NAME AND TITLE OF SIGNER (Type or print)<br><br>NAME OF CONTRACTOR | 19C. DATE SIGNED | 20A. NAME OF CONTRACTING OFFICER<br>LORI A. RAY  | 20C. DATE SIGNED<br>07-07-2005 |
| Signature of person authorized to sign                                  |                  | BY  (Signature of Contracting Officer) |                                |

SECTION C

PERFORMANCE WORK STATEMENT

C.1 DEFINITIONS/ACRONYMS

1. ACA: American Correctional Association.
2. ALDF: Adult Local Detention Facilities.
3. 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.
4. ALIEN: Any person who is not a citizen or national of the United States.
5. BOOKING: It is a procedure for the admission of an ICE 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.
6. CLASSIFICATION: A process for determining the needs and requirements of aliens 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.
7. 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.
8. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
9. CONTRACTING OFFICER: An employee of the government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
10. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.
11. CONTROL ROOM: 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.
12. DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
13. DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

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14. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
    1. Detainee, Personal Property
    2. Receipts, Visitors List, Photographs
    3. Fingerprints, Disciplinary Infractions
    4. Actions Taken, Grievance Reports, Medical
    5. Records, Work Assignments, Program Participation
    6. Miscellaneous Correspondence, etc.
  15. **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.
  16. **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.
  17. **ENVIRONMENTAL ASSESSMENT (EA):** Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.
  18. **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.
  19. **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.
  20. **FACILITY:** The physical plant and grounds in which The Contractor's services are operated.
  21. **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.
  22. **FINDING OF NO SIGNIFICANT IMPACT (FONSI):** Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).
  23. **GRIEVANCE:** A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
  24. **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.
  25. **LIFE SAFETY CODE:** A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
  26. **MEDICAL RECORDS:** Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be

- 1 transferred to the detainee record: date and time of all medical examinations; and, copies of  
2 standing or direct medical orders from the physician to the facility staff.  
3
- 4 27. **MEDICAL SCREENING**: A system of structured observation and/or initial health  
5 assessment to identify newly arrived detainees who could pose a health or safety threat to  
6 themselves or others.
- 7 28. **ON CALL/REMOTE CUSTODY OFFICER POST**: These posts shall be operated on  
8 demand by the COTR and shall include, is not limited to, escorting and custody of detainees  
9 for hearings, ICE interviews, and any other location requested by the COTR.  
10
- 11 29. **QUALIFIED HEALTH PROFESSIONAL**: Physicians, dentists, and other professional and  
12 technical workers who by state law engage in activities that support, complement or  
13 supplement the functions of physicians and/or dentists who are licensed, registered, or  
14 certified, as appropriate to their qualifications, to practice.  
15
- 16 30. **RESPONSIBLE PHYSICIAN**: A person licensed to practice medicine with whom the  
17 facility enters into a contractual agreement to plan for and provide health care services to the  
18 detainee population of the facility.  
19
- 20 31. **RESTRAINT EQUIPMENT**: This includes but is not limited to: handcuffs, belly chains, leg  
21 irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.  
22
- 23 32. **SAFETY EQUIPMENT**: This includes but is not limited to fire fighting equipment, i.e.,  
24 chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing  
25 devices, gas marks, fans, first aid kits, stretchers and emergency alarms.  
26
- 27 33. **SALLYPORT**: An enclosure situated either in the perimeter wall or fence to the facility or  
28 within the interior of the facility, containing gates or doors at both ends, only one of which  
29 opens at a time. This method of entry and exit ensures there shall be no breach in the  
30 perimeter or interior security of the facility.  
31
- 32 34. **SECURITY DEVICES**: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors,  
33 walls and barriers used to confine and control detainees. In addition, electronic monitoring  
34 equipment, security alarm systems, security light units, auxiliary power supply, and other  
35 equipment used to maintain facility security.  
36
- 37 35. **SECURITY PERIMETER**: The outer portions of a facility, which actually provide for secure  
38 confinement of detainees.  
39
- 40 36. **STANDING MEDICAL ORDERS**: Written orders, by a physician, to medical personnel for  
41 the definitive treatment of identified minor, self-limiting conditions and for on-site treatment  
42 of emergency conditions.  
43
- 44 37. **TRAINING**: An organized, planned, and evaluated activity designed to achieve specific  
45 learning objectives. Training may occur on site, at an academy of training center, at an  
46 institution of higher learning, through contract service, at professional meetings or through  
47 closely supervised on-the-job training. Meetings of professional associations are considered  
48 training when there is clear evidence of the above elements.  
49
- 50 38. **TRANSPORTATION COSTS**: All materials, equipment and labor necessary to respond to  
51 requests by designated officials for secure movement of detainees from place to place  
52 necessary for processing, hearings, interviews, etc.  
53
- 54 39. **WEAPONS**: This includes but is not limited to firearms, ammunition, knives, slappers, billy  
55 clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

1 C.2 Introduction

2  
3 This Performance Work Statement (PWS) sets forth the contract performance requirements for the  
4 management and operation of a Contractor-owned/Contractor-operated detention facility for federal  
5 detainees. The population will be comprised of individuals charged with federal offenses and  
6 detained while awaiting trial or sentencing, a hearing on their immigration status, or deportation.  
7 The Office of the Federal Detention Trustee (OFDT) will award a contract on behalf of the  
8 Department of Homeland Security (DHS) component, U. S. Immigration and Customs Enforcement  
9 (ICE) to house detainees at the facility. The U.S. Marshals Service (USMS) will be an authorized  
10 user of the contract."

11  
12 The Contractor shall furnish all personnel, management, equipment, supplies and services necessary  
13 for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is  
14 responsible for all costs associated with and incurred as part of providing the services outlined in  
15 this contract.

16  
17 Facilities shall be provided to accommodate at least [REDACTED]  
18 [REDACTED]. In addition, the institution shall include a special housing unit (segregation)  
19 with a capacity of at least 10 percent of the facility rated capacity.

20  
21 The facility shall be located within the geopolitical boundaries of San Diego County, California.  
22 The facility(s) shall be located within appropriate proximity and access to emergency services  
23 (medical, fire protection, law enforcement, etc.).

24  
25 The Contractor shall ensure that the facility operates in a manner consistent with the mission of the  
26 Department of Justice (DOJ) and the Department of Homeland Security, ICE Detention and  
27 Removal Operation. ICE Detention and Removal promotes safety and national security by ensuring  
28 the departure from the United States of all removable illegal residents through the fair and effective  
29 enforcement of the nation's immigration laws. While in custody, ICE, USMS and OFDT must  
30 ensure that such individuals are housed in safe, secure, and humane environment and their statutory  
31 and constitutional rights are safeguarded.

32  
33 Within 90 days of contract award, the Contractor shall notify the Contracting Officer (CO) the  
34 facility is ready to begin accepting detainees. This may occur earlier at the request of the  
35 Contractor, but only if the OFDT determines the Contractor is capable of accepting detainees.

36  
37 It is essential that the Contractor be fully prepared to accept responsibility for performing the  
38 requirements of the contract, thus ensuring the safety and security of the community. Therefore, the  
39 OFDT may perform numerous assessments to ensure contract compliance prior to issuance of the  
40 Notice to Proceed (NTP) (See Section F.2).

41  
42 If the OFDT determines the Contractor is capable of accepting detainees, the NTP will be issued.  
43 The Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

44  
45 Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA  
46 standards, shall be developed by the Contractor and submitted in writing to the CO for review and  
47 concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies  
48 and procedures shall not be modified without the prior written acknowledgment of the CO. The  
49 Contractor does not have a right of refusal and shall take all referrals from ICE. The contractor is  
50 prohibited from constructing any additional beds space or facilities at the contract location without  
51 the prior written approval of the CO.

1 C.2.1 General

2  
3 All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal,  
4 state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable  
5 case law; and Court Orders. Should a conflict exist between any of the aforementioned standards,  
6 the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as  
7 to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate  
8 standard. The Contractor shall comply with, DOJ, ICE, USMS regulation, Congressional mandate,  
9 Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and  
10 remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

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

14  
15 Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the  
16 most current Functional Areas (as outlined in the Performance Requirement Summary), ICE  
17 Detention Standards, and American Correctional Association (ACA) Performance-Based  
18 Standards for Adult Local Detention Facilities (ALDF),

19  
20 If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall  
21 maintain continual compliance with applicable ACA standards and supplements during the  
22 performance of the contract, unless otherwise specified by the CO. Once full accreditation has been  
23 obtained, the Contractor shall maintain this accreditation throughout the life of the contract,  
24 inclusive of any option periods exercised.

25  
26 Accomplishments of some ACA standards are augmented by DHS/ICE or DOJ policy and/or  
27 procedure. In these instances, the PWS identifies and provides direction for the enhanced  
28 requirements. In cases where other standards conflict with DHS/ICE or DOJ policy or standards,  
29 DHS/ICE or DOJ policy and standards prevail. All policies referred to in this document can be  
30 referenced in each agencies' on-line websites.

31  
32 This PWS contains numerous references, which direct the Contractor to notify, contact or provide  
33 the CO with information or data. Post-award, the CO may formally designate other Government  
34 individuals to assume those responsibilities.

35  
36 The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements  
37 of this PWS are achieved. The specific requirements for the QCP are further detailed within this  
38 PWS.

39  
40 All records related to contract performance should be retained in a retrievable format for three (3)  
41 years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion  
42 or termination of the resulting contract, transmit to the Government any records related to  
43 performance of the contract.

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

51  
52 The Contractor shall protect, defend, indemnify, save and hold harmless the United States  
53 Government and its employees or agents, from and against any and all claims, demands, expenses,  
54 causes of action, judgments and liability arising out of, or in connection with, any negligent acts or  
55 omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom

1 the Contractor may be responsible. The Contractor shall also be liable for any and all costs,  
2 expenses and attorneys fees incurred as a result of any such claim, demand, cause of action,  
3 judgment or liability, including those costs, expenses and attorneys fees incurred by the United  
4 States Government and its employees or agents. The Contractor's liability shall not be limited by  
5 any provision or limits of insurance set forth in the resulting contract.  
6 In awarding the contract, the Government does not assume any liability to third parties, nor will the  
7 Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to  
8 death, bodily injury, or damage to property resulting in any way from the performance of the  
9 contract or any subcontract under this contract.

10  
11 The Contractor shall be responsible for all litigation, including the cost of litigation, brought against  
12 it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all  
13 litigation pertaining to this contract and provided copies of any pleadings filed or said litigation  
14 within five working days of the filing. The Contractor shall cooperate with Government legal staff  
15 and/or the United States Attorney regarding any requests pertaining to federal or Contractor  
16 litigation.

17  
18 Policy and procedures shall be developed which ensure a positive relationship is maintained with all  
19 levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is  
20 established which mandates that all judicial inquiries and program recommendations are responded  
21 to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically  
22 related to a detainee, shall be made part of the detainee's file.

23  
24 The Contractor shall notify the CO when a member of the United States Congress requests  
25 information or makes a request to visit the facility. The Contractor shall coordinate all public  
26 information related issues with the CO. All press statements and releases shall be cleared, in  
27 advance, with the CO. The Contractor shall promptly make public announcements stating the facts  
28 of unusual newsworthy incidents to local media. Examples of such events include, but are not  
29 limited to: deaths, escapes from custody, and facility emergencies.

30  
31 The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the  
32 employees' opinions do not necessarily reflect the position of the United States Government in any  
33 public presentations they make or articles they write that relate to any aspect of contract  
34 performance or the facility operations.

### 35 36 C.2.2. Quality Control

37  
38 The Contractor is responsible for management and quality control actions necessary to meet the  
39 quality standards set forth in the contract. In compliance with the Federal Acquisition Regulation  
40 (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a quality control  
41 plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the  
42 CO). The CO will notify the Contractor of concurrence or required modifications to the plan before  
43 the contract start date. The Contractor must make appropriate modifications and obtain concurrence  
44 of the plan by the CO before the contract start date. A NTP will be issued upon CO concurrence of  
45 the QCP.

46  
47 The plan must include:

- 48  
49 1) A description of the inspection system to cover all services listed on the Performance  
50 Requirements Summary (PRS). The description must include specifics as to the areas to be  
51 inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and  
52 organizational placement of the inspectors.  
53 2) A description of the methods to be used for identifying and preventing defects in the quality of  
54 service performed.

Comprehensive Secure Detention Services  
San Diego, CA (Otay Mesa)

Corrections Corporation of America (CCA)  
Contract Award No. ODT-5-C-0003

- 1           3) A description of the records to be kept to document inspections and corrective or preventive  
2           actions taken.  
3           4) The records of inspections must be kept and made available to the CO, when requested, through  
4           the contract performance period and for the period after contract completion until final settlement  
5           of any claims under this contract.  
6

7           **C.2.3 Quality Assurance (QA)**  
8

9           The Government quality assurance is comprised of the various functions, including inspection,  
10          performed by the Government to determine whether a Contractor has fulfilled its contract  
11          obligations pertaining to quality. The Government's QA program is not a substitute for quality  
12          control by the Contractor.  
13

14          Each phase of the services rendered under this contract is subject to Government inspection both  
15          during the Contractor's operations and after completion of the tasks. When the Contractor is  
16          advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the CO  
17          addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative  
18          (COTR) may check the Contractor's performance and document any non-compliance, but only the  
19          CO may take formal action against the Contractor for unsatisfactory performance. There may be  
20          several COTRs designated for this contract. The COTRs will be designated subsequent to contract  
21          award and a delegation of COTR duties and authority will be furnished to the Contractor. The  
22          Government may reduce the Contractor's invoice or otherwise withhold payment for any individual  
23          item of nonconforming service observed as specified in Contractor's Failure to Perform Required  
24          Services. The Government may apply various inspection and extrapolation techniques to determine  
25          the quality of service and the total payment due.  
26

27          **C.2.4 Contractor's Failure to Perform Required Services**  
28

29          The rights of the Government and remedies described in this section are in addition to all other  
30          rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights  
31          under the Inspection of Services and Termination clauses. Any reductions in the Contractor's  
32          invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform  
33          required services. The Contractor shall not be relieved of full performance of the services  
34          hereunder and may be terminated for default based upon inadequate performance of services, even  
35          if a reduction was previously taken for any inadequate performance.  
36

37          **C.2.5 Inspection by Regulatory Agencies**  
38

39          Work described in the contract, is subject to inspection by other Government agencies. The  
40          Contractor shall participate in responding to all requests for information and inspection or review  
41          findings by regulatory agencies.

42          **C.2.6 Performance Evaluation Meetings**

43          The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis as  
44          determined necessary by the Government. These meetings will provide a management level review  
45          and assessment of Contractor performance, a discussion and resolution of problems, and, if  
46          applicable, a draft of the Contractor's proposed invoice. A mutual effort will be made to resolve all  
47          problems identified. The Contractor's representative shall sign written minutes of these meetings  
48          and the Government's representative. Within five calendar days of Receipt of the signed minutes,  
49          the Contractor shall respond, in writing, to the CO, concerning any areas of disagreement.  
50



## REQUIRED SERVICES

### C.3 ADMINISTRATION AND MANAGEMENT

#### C.3.1.1 Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

#### C. 3.1.2 Manage Receiving and Discharge of Detainees

The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

ICE detainees shall be fingerprinted in accordance with the ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population. A psychological screening shall be conducted and provided by USPHS within 24 hours of arrival at the facility.

The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria, and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general population.

#### C.3.1.3 Manage and Account for Detainee Assets (funds, property)

The Contractor shall have a written standard procedure for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

### C.4 SECURITY/CONTROL/DETAINEE ACCOUNTABILITY

#### C.4.1 Reserved.

#### C.4.2.1 Securely Operate the Facility

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

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of two motorized security patrols or a system of towers.

1 Policy and procedures shall require that security risk and those classified controlled tools and  
2 equipment most likely to be used in as escape or as a weapon is issued to detainees only under  
3 direct staff supervision.  
4

5 A contraband control program shall be established in accordance with ICE policy and the ACA  
6 standards on the control of contraband.  
7

8 **C.4.2.2 Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**  
9

10 The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and  
11 intervention program. This program shall include training that is given separately to both staff and  
12 detainee alike.  
13

14 **C.4.2.3 Enforce the Detainee Disciplinary Policy**  
15

16 The Contractor shall comply with ICE or USMS Disciplinary policy. Facility authorities will take  
17 disciplinary action against any detainee that is not in compliance with the rules and procedures of  
18 the facility.  
19

20 **C.4.2.4 Maintain Detainee Accountability**  
21

22 A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall  
23 be documented in separate logs maintained in the applicable locations where detainees are housed,  
24 control center and shift supervisor's office and shall be maintained for a minimum of 30 days.  
25 Count records must be available for review and secure from the detainee population.  
26

27 **C.4.2.5 Collect and Disseminate Intelligence Information**  
28

29 Policy and procedures for collecting, analyzing and disseminating intelligence information  
30 regarding issues affecting safety, security and the orderly running of the facility shall be developed.  
31 This information should include, but not be limited to: gang affiliations; domestic terrorist groups;  
32 tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives,  
33 and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information;  
34 detainee telephone calls; visiting room activity; and actions of high profile detainees. The  
35 Contractor shall share all intelligence information with the Government.  
36

37 **C.4.2.6 Provide Security Inspection System**  
38

39 The Contractor will develop and maintain a security inspection system with the aim of controlling  
40 the introduction of contraband into the facility, ensure facility safety, security and good order,  
41 prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The  
42 Contractor's inspections program will meet the requirements of the ICE policy for Security  
43 Inspections.  
44

45 The Contractor shall report all criminal activity related to the performance of this contract to the  
46 appropriate law enforcement investigative agency.  
47

48 The Government may investigate any incident pertaining to performance of this contract. The  
49 Contractor shall cooperate with the Government on all such investigations. The Contractor shall  
50 immediately report all serious incidents or criminal activity to the respective ICE/USMS COTR.  
51 Serious incidents include, but are not limited to the following: activation of disturbance control  
52 team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes,  
53 work place violence, civil disturbances/protests); staff uses of force; assaults on staff/detainees  
54 resulting in injuries that require medical attention (does not include routine medical evaluation after  
55 the incident); fires; full or partial lock-down of the facility; escape; weapons discharge; suicide

1 attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant  
2 publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental  
3 problems that impact the facility operations; transportation accidents resulting in injuries, death or  
4 property damage; and sexual assaults.  
5

6 **C.4.2.7 Maintain Institutional Emergency Readiness**  
7

8 The Contractor shall submit an institutional emergency plan that will be operational prior to  
9 issuance of the NTP. The plan shall receive the concurrence of the CO prior to implementation and  
10 shall not be modified without the further written concurrence of the CO.  
11

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

16 Likewise, the Contractor shall have in place, an internal corporate nation-wide staff contingency  
17 plan consisting of employees who possess the same expertise and skills required of staff working  
18 directly on this contract. At the discretion of ICE, these employees would be required to respond to  
19 an institutional emergency at the contracted facility if deemed necessary.  
20

21 The emergency plans shall include provisions for two or more disturbance control teams. Protective  
22 clothing and equipment for each team member and 30 percent of all additional facility staff  
23 members shall be provided by the Contractor, and maintained in a secure location outside the secure  
24 perimeter of the facility.  
25

26 Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be  
27 at the discretion of the Government. The Contractor shall reimburse the Government for any and all  
28 expenses incurred in providing such assistance.  
29

30 The CO shall be notified immediately in the event of an escape. Attempts to apprehend the  
31 escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy  
32 regarding Emergency Plans.  
33

34 The Contractor shall submit to the CO a proposed inventory of intervention equipment (e.g.,  
35 weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during  
36 performance of this contract. The CO, prior to issuance of the NTP, shall give concurrence  
37 to/concurred with the intervention equipment. The approved intervention equipment inventory shall  
38 not be modified without prior written concurrence of the CO.  
39

40 The Contractor shall obtain the appropriate authority from state or local law enforcement agencies  
41 to use force as necessary to maintain the security of the institution. The use of force by the  
42 Contractor shall at all times be consistent with all applicable policies of the Attorney General's  
43 Department of Justice, and ICE policy on Use of Force.  
44

45 **C.4.2.8 Manage Computer Equipment and Services in Accordance with all Operational Security**  
46 **Requirements**  
47

48 The Contractor must comply with all federal security and privacy laws and regulations established  
49 to protect federal systems and data. The Contractor will inform all personnel of the confidential  
50 nature of ICE detainee information.

51 The Contractor will restrict access of data information pertaining to ICE detainees to authorized  
52 employees with the appropriate clearance who require this information in the course of their official  
53 duties.

1 In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not  
2 disclose information obtained pertaining to ICE detainees to a third party without written  
3 permission from the ICE COTR. The contractor shall not disclose information obtained pertaining  
4 USMS detainees.

5 The Contractor is required to develop a procedural system to identify and record unauthorized  
6 access, or attempts to access ICE detainee information. The Contractor will notify the ICE point of  
7 contact within four (4) hours of a security incident.  
8

### 9 **C.4.3 WORKFORCE INTEGRITY**

#### 10 **C.4.3.1 Manage Facility Staff**

11 The Contractor shall develop written standards of conduct. These standards shall be maintained as  
12 part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are  
13 expected to adhere to standards of employee conduct and integrity while on and off duty. The  
14 Contractor shall follow procedures on the reporting and investigating standards of conduct  
15 violations.  
16  
17  
18

#### 19 **C.4.3.2 Manage and Administer Staff Resources**

20 Written policy, procedure and practice shall provide that all staff, to include volunteers, receive  
21 standard of conduct training prior to EOD and on an annual basis as part of the institution's in-  
22 service training plan.  
23

24 Pre-service and in-service training shall be augmented with specialized training for appropriate staff  
25 (e.g., case managers, counselors, psychology services staff, chaplainry staff, correctional officers,  
26 investigator officials, health/mental health care providers, etc.).  
27  
28  
29

30 The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance  
31 control instructors shall be used to conduct emergency training at the facility. Certification must be  
32 from a Government-approved federal, state, or county training academy or program. The use and  
33 carrying of weapons for training shall meet all federal, state, and local laws and regulations.  
34

#### 35 **C.4.3.3 Manage Personnel Requirements**

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

39 The Contractor shall develop written standards of conduct, to include those standards outlined in  
40 Attachment 2. These standards shall be maintained as a part of the Contractor's Personnel Policy  
41 Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of  
42 employee conduct and integrity while on and off duty. The Contractor shall follow procedures in  
43 Attachment 2 in the reporting and investigating standards of conduct violation(s).  
44  
45

46 Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following  
47 steps are completed for each applicant as noted below:  
48

- 49 1. A pre-employment interview.
- 50 2. Law enforcement agency checks covering the past five years.
- 51 3. Employment vouchering for the last five years.
- 52 4. Employment Eligibility Verification (BICE Form I-9)
- 53 5. Credit check. (Described in the Fair Credit Reporting Act).

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- 1           6       FBI Name and Fingerprint forms completed.
- 2           7.       National Crime Information Centre (NCIC) check.
- 3           8.       National Law Enforcement Telecommunication System (NLETS) check.
- 4           9.       Conditional Offer of Employment.
- 5           10.      Urinalysis.
- 6           11.      Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants  
7           receiving conditional offer. (Free Electronic Version of SF-85P and 85P-S available at  
8           <http://fillform.gsa.gov>)
- 9           12.      Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved  
10           equivalent.
- 11          13.      Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation.

**Contractor responsibilities subsequent to EOD:**

- 14          14.      Notification to CO of actual EOD within 24 hours.
- 15          15.      Receipt and review of LBI report.
- 16          16.      Notification to CO of decision regarding employment.

17  
18  
19       The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of  
20       Acceptability (Guidelines) for job applicants as noted in Step 1 above (available to the Contractor  
21       after award). There may be occasions where a job applicant's past behavior is defined as  
22       unacceptable by the Guidelines, but the Contractor still desires to select the applicant. In this case,  
23       the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the  
24       CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior  
25       which is outside the Guidelines; 2) the reason(s) why the applicant should receive further  
26       consideration; and, 3) the availability of other suitable applicants.

27  
28       The Contractor shall fingerprint all applicants using ICE supplied forms. Completed fingerprint  
29       forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO  
30       for each applicant offered conditional employment. The ICE will initiate the National Agency  
31       Check, which includes the FBI name and fingerprint check. The ICE will ordinarily advise the  
32       Facility Director or designee of the results of name and fingerprint checks within 90 working days  
33       of submission to the FBI. The Contractor shall complete Steps 1 - 6 on each prospective employee  
34       prior to submitting information required by Steps 7 and 8 to the CO for completion.

35  
36       The Facility Director or designee of the facility shall be the Contractor's liaison for the processing of  
37       data required for the DOJ to conduct NCIC/NLETS, name and fingerprint checks. The information  
38       listed below shall be provided for each on-site applicant, to include sub-contractor personnel and  
39       volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth;  
40       gender; place of birth; social security number and race. Included with this information, the Facility  
41       Director or designee shall certify Steps 1 - 6 above have been accomplished with satisfactory results  
42       for each applicant.

43  
44       The DOJ may require additional information to process NCIC/NLETS and name checks.  
45       Therefore, the Contractor's employment application document shall contain information regarding:  
46       applicant height, weight; eye and hair color, markings, scars, tattoos, citizenship, driver's license  
47       number and State of issue, and current address.

48  
49       The Contractor shall keep ICE apprised of the volume of applicants. ICE will ordinarily advise the  
50       Facility Director or designee of the results of applicant NCIC/NLETS checks within seven working  
51       days following receipt of accurate NCIC/NLETS data from the Contractor.

52  
53       Based upon the Facility Director's certification and the results of the NCIC/NLETS, ICE will grant  
54       conditional approval for the applicant to work under the terms of this contract. Upon receipt of this  
55       approval, the Contractor may grant the applicant a conditional offer of employment. The Contractor

1 shall provide the CO with advance written notification of all employees' scheduled EOD and shall  
2 notify the CO in the event of any subsequent changes.

3  
4 All applicants who are offered conditional employment by the Contractor shall be subject to  
5 urinalysis testing. If the test is positive, the applicant is prohibited from working with Federal  
6 detainees. All applicants who have been offered conditional employment by the Contractor must  
7 complete the SF 85P Questionnaire for Public Trust Positions or approved equivalent. Additionally,  
8 those employees who will be authorized to carry weapons in the course of their employment under  
9 this contract must complete the SF 85P-S Supplemental Questionnaire for Selected Positions or  
10 approved equivalent. The information contained on the Contractor-developed form will become  
11 part of the background investigation for these selected positions.  
12

13 The Contractor shall ensure a LBI check, as prescribed in the Scope and Coverage of a Limited  
14 Background Investigation **Attachment 3** is requested and all appropriate information received, by  
15 the Contractor-designated entity responsible for completing the LBI, prior to an employee's EOD.  
16

17 Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and  
18 resolve derogatory information contained on the LBI results using the Adjudication Standards for  
19 Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in  
20 **Attachment 3**, of the contract. The Contractor shall make a determination regarding the  
21 employee's suitability for employment under this contract. Investigations with little or no  
22 derogatory information will be reviewed and forwarded to the CO within 90 days of the  
23 investigation completion date. Investigations requiring resolution of derogatory information will be  
24 forwarded within 180 days of the investigation completion date. Extended adjudication time frames  
25 may be requested from the CO on a case-by-case basis.

26 The Contractor's determination regarding the retention of an employee shall be in writing and  
27 forwarded by the Facility Director to the CO with copies of the information obtained in Steps 1 - 5,  
28 12 and 15. There may be occasions where derogatory information contained in the employee's LBI  
29 is defined as unacceptable by the Adjudication Standards, but the Contractor still desires to retain  
30 the employee. In these cases, the Contractor shall submit a written request for waiver of the  
31 Acceptability Standards to the CO, which includes the details and circumstances surrounding the  
32 employee's behavior, and the reason(s) why the employee should be retained.  
33

34 ICE will be the final approval authority for all Contractor staff that work with Federal detainees  
35 under the terms of this contract. No individual who is under supervision or jurisdiction of any  
36 parole, probation or correctional authority shall be employed. Persons with previous misdemeanor  
37 criminal convictions or a felony conviction, who are not under supervision, may be considered for  
38 employment; however, ICE shall approve all such cases. ICE shall give consideration to such  
39 factors as criminal history; time elapsed since conviction(s) and subsequent adjustment in the  
40 community.  
41

42 The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope  
43 and Coverage of a Periodic Reinvestigation in Attachment 3, of the contract. Employees will be  
44 required to complete required investigative forms and fingerprint cards for submission to ICE. ICE  
45 will initiate the National Agency Check, which includes the name and fingerprint checks. Upon  
46 receipt, review, and resolution of any derogatory information contained in the reinvestigation report,  
47 the Facility Director shall forward to the CO a written determination regarding the employee's  
48 continued employment under this contract. A copy of the reinvestigation report shall be attached to  
49 the Facility Director's written request.  
50

51 In the absence of a collective bargaining agreement, the Contractor shall enter into a written  
52 employment agreement with each employee assigned to work at the facility. This agreement shall  
53 provide that, in recognition of the public safety requirements for uninterrupted services at the  
54 facility and in return for adequate consideration, including an employee grievance procedure, the  
55 employee agrees not to strike or otherwise interrupt normal operations at the facility without giving

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1 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work  
2 actions or strikes is included as a part of its Personnel Policy Manual.  
3

4 In the event the Contractor negotiates collective bargaining agreements applicable to the work force  
5 under the contract, the Contractor shall use its best efforts to ensure such agreements contain  
6 provisions designed to assure continuity of services. All such agreements entered into during the  
7 contract period of performance should provide that grievances and disputes involving the  
8 interpretation or application of the agreement will be settled without resorting to strike, lockout, or  
9 other interruption of normal operations.  
10

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

18 All personnel files shall be available to the CO upon request. Personnel files, including background  
19 checks, shall be maintained for the duration of the contract. The Contractor shall maintain  
20 verification of training and experience, which shall include credentials for all professional staff. All  
21 credentials shall be kept current and maintained for the duration of the individual's performance  
22 under the contract. Personnel requirements of the Contractor shall convey to all on-site sub-  
23 contractor personnel and volunteers.  
24

25 The following are essential personnel with respective minimum qualification requirements the  
26 Contractor should consider as critical for performance of the contract. The Contractor may use  
27 other titles. Contractors who propose not to provide these positions must explain how required  
28 services will be provided. Within fifteen days of contract award, the Contractor shall submit a  
29 written request to the CO for conditional employment approval of the Project Coordinator, Facility  
30 Director(s) and Assistant Facility Directors(s). The fifteen-day period may be extended Facility  
31 Director(s) and Assistant Facility Directors positions, if requested in writing by the Contractor and  
32 approved by the CO.  
33

34 **Project Coordinator - Knowledge and experience within the last five years in planning and  
35 executing similar contract requirements as contained within this PWS.**

36 **Facility Director(s) - Knowledge of program objectives, policies, procedures and requirements for  
37 managing a secure detention facility, at the level of upper-management.**  
38

39 **Assistant Facility Directors - Knowledge of program objectives, policies, procedures and  
40 requirements for managing a detention facility, at the level of mid-management.**  
41

42 **The essential personnel listed below are commonly referred to as department heads with the  
43 following qualification requirements considered critical for the performance of this contract:  
44 knowledge of program objectives, policies, procedures and requirements specific to their  
45 department. A minimum of five years experience specific to their department is required.**  
46

47 **Chief, Security Services**  
48 **Computer Services Manager**  
49 **Shift Supervisors**  
50 **Food Service Administrator**  
51 **Records Office Manager**  
52 **Quality Control Specialist**  
53 **Safety/Environmental Specialist**  
54

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1 The number, type and distribution of staff as described in the contract-staffing plan shall be  
2 maintained throughout the term of the contract. Written requests to change the number, type and/or  
3 distribution of staff described in the staffing plan must be submitted to the CO, through the COTR,  
4 for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95%  
5 of ICE approved staffing plan. However, notwithstanding the requirement of maintaining monthly  
6 minimum staffing levels of 95%,  
7

8 Each month, the contractor shall submit to the COTR the current average monthly vacancy rate,  
9 and indicate any individual positions that have been vacant more than 120 days. Failure to fill any  
10 individual position within 120 days of the vacancy may result in a deduction from the monthly  
11 invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days  
12 for ICE's conditional approval process, starting on the day of receipt and concluding on the day  
13 conditional approval is granted.  
14

#### 15 **C.4.4 HEALTH SERVICES**

16  
17 **C.4.4.1 Public Health Service staff designated by ICE or the USMS will provide all health**  
18 **services.**  
19

#### 20 **Terminology Explanation**

21  
22 **Health Authority** - A USPHS designated official responsible for health care services at the facility.  
23 **Health Care** - The sum of all action taken, preventive and therapeutic, to provide for the physical  
24 and mental medical well being of the detainee population.  
25

26 **NCCHC**- National Commission on Correctional Health Care  
27

28 **USPHS**- United States Public Health Services, Division of Immigration Health Services,  
29 Immigration and Customs Enforcement.  
30

31 **American Corrections Association (ACA) Accreditation:** USPHS shall responsible for  
32 compliance with all ACA direct health care delivery standards and shall cooperate with the  
33 contractor in the accreditation process.  
34

35 **Preliminary Medical Assistance and Health Care Training:** The contractor shall coordinate with  
36 USPHS to ensure that all employees have current certification in emergency first aid care and that  
37 all employees receive pre-service and annual training in the following areas:  
38

- 39 a. The ability to respond to health related situations within four minutes;
- 40 b. Recognition of signs and symptoms, and knowledge of action required in potential  
41 emergency situations
- 42 c. Administration of first aid and cardiopulmonary resuscitation (CPR);
- 43 d. Methods of obtaining assistance;
- 44 e. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance  
45 and chemical dependency and;
- 46 f. Procedures for patient transfers to appropriate medical facilities or health care providers;
- 47 g. Administration of medication by non-medical personnel and;
- 48 h. Use of universal precautions.  
49

50 **A.** The USPHS will be responsible for providing all health care services. The contractor shall  
51 provide all necessary support to facilitate the delivery of health care services by USPHS. The



1 contractor shall maintain open communication with USPHS to include regularly scheduled (no less  
2 than quarterly) meetings between the facility Chief Executive Officer and the Health Authority,  
3 participation by the Health Authority, or designees, in all general department head/supervisory  
4 meeting, and coordination and cooperation between USPHS and other departments with in the  
5 facility. USPHS shall perform in accordance with the standards of, and maintain accreditation by,  
6 NCCHC. The contractor shall be responsible for compliance with all NCCHC conditions of  
7 confinement standards and shall cooperate with USPHS in the accreditation process.  
8

9 **B.** The contractor shall provide space to operate the health unit including respiratory  
10 isolation, mental health unit, and inpatient infirmary area. The contractor shall be responsible for  
11 maintenance and sanitation of the health unit physical plant and the provision of support services  
12 including, but not limited to, utilities, communication capabilities (computer and telephone  
13 lines/services), climate control, and lighting. The contractor shall facilitate the installation of  
14 teleradiology equipment including the necessary data and telephone lines, by a vendor identified by  
15 USPHS. The cost for teleradiology installation will be the responsibility of USPHS. Current  
16 configuration of the facility is satisfactory to meet this requirement.  
17

18 **C.** The contractor shall provide direct security supervision of detainees in the health unit no  
19 less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to  
20 maintain security and control of the health unit. The contractor shall provide additional security  
21 assistance and emergency response as requested by USPHS. The contractor shall coordinate and  
22 escort detainees to the health unit for sick call, appointments, in accordance with sound health care  
23 practice and in a manner which optimizes the safe, secure and efficient delivery of health care  
24 services and the operation of the health unit. The health unit shall be considered a secure area. The  
25 contractor shall limit access to the health unit to USPHS authorized staff, contractor staff on official  
26 business, and assigned detainees.  
27

28 **D.** The contractor shall develop and implement a comprehensive plan and procedures to  
29 safeguard employees against exposure to blood borne pathogens as prescribed by OSHA.  
30 Contractor employees working in the area with detainees with communicable diseases must comply  
31 at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary  
32 equipment and employee testing to comply with these requirements.  
33

34 **E.** In coordination with USPHS, the contractor shall develop and implement written policy  
35 and procedures that define emergency health care evacuation of detainee(s) from within the facility.  
36

37 **F.** As directed by the COTR, the contractor shall provide transportation, supervision, and  
38 security services for detainees assigned to outside health care treatment and 24-hour per day  
39 security coverage for detainees assigned to off-premise hospitalization.  
40

41 **G.** Circumstances requiring the use of force and suicide observation within the scope of  
42 health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS  
43 in examination of detainees who have been subjected to a use of force. The contractor shall work  
44 with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will

1 evaluate instances of detainee misconduct to determine if individual detainees behavioral problems  
2 are due to mental illness or other reasons. The USPHS shall be the sole approval authority for  
3 housing assignments to the health unit.  
4

5 H. USPHS will provide, control, and administer prescribed and over-the-counter medication  
6 to the facility population.  
7

8 I. The contractor shall support and facilitate the USPHS in completion of health screening  
9 within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of  
10 detainee arrival whenever possible. At no time shall the contractor allow detainees who have not  
11 received health screenings to be placed in the general population.  
12

13 J. During intake processing the USPHS shall provide detainees with written instructions for  
14 gaining access to health care services. The USPHS shall ensure written (oral if detainees is  
15 identified as being unable to read) instructions are provided to all detainees in the detainee's native  
16 language. The detainee shall similarly be provided with instructions and assistance in personal  
17 hygiene, dental hygiene, grooming and health care.  
18

19 K. The Contractor shall immediately notify the COTR and USPHS if a detainee is suspected  
20 of having communicable or debilitation health problems, which may require medical attention.  
21

22 L. The contractor shall provide detainees with the opportunity to submit written health care  
23 request requests and/or complaints to USPHS in a confidential manner and ensure such health care  
24 communication is delivered to the health unit for appropriate follow-up.  
25

26 M. The contractor shall ensure that detainees are provided access to sick call on a daily basis  
27 or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick  
28 call in the main health unit, the contractor will provide for sick call services where the detainee is  
29 located.  
30

31 N. The contractor shall be responsible for the placement of first aid kits in facility locations  
32 identified by USPHS. USPHS shall be responsible for supply maintenance of all required fist aid  
33 kits.  
34

35 O. The contractor shall develop a comprehensive evacuation plan for the facility, which will  
36 include arrangements for the evacuation of disabled detainees and separate transportation of  
37 detainees who are in respiratory isolation.  
38

39 P. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee  
40 transfers and will inform USPHS of removal of detainees from the facility. The contractor will  
41 facilitate USPHS in assuring that medications are provided to detainees at the time of removal from  
42 the facility.  
43  
44  
45

1 **C.4.4.2 Manage a detainee death in accordance with ICE policy established regarding terminal**  
2 **illness, advance Directives, and Death.**

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

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

14  
15 The Contractor shall establish coroner notification procedures outlining such issues as performance  
16 of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local  
17 transportation of the body.

18  
19 The Contractor shall ensure the body is turned over to the designated family member, the nearest of  
20 kin or the Consular Officer of the detainee's country of legal residence.

21  
22 **C.4.5 FOOD SERVICE**

23  
24 **C.4.5.1 Manage food service program in a safe and sanitary environment**

25  
26 The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a  
27 sanitary manner while identifying, developing and managing resources to meet the operational  
28 needs of the food service program.

29  
30 The Contractor shall identify, develop, and manage food service program policy, procedures, and  
31 practices in accordance with the ICE policy on Food Service.

32  
33 **C.4.6 DETAINEE SERVICES AND PROGRAMS**

34  
35 **C.4.6.1 Manage Detainee Mail and Correspondence Service**

36  
37 The Contractor shall ensure that detainees send and receive correspondence in a timely manner,  
38 subject to the limitations required for the safety, security, and orderly operation of the facility. The  
39 mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

40  
41 **C.4.6.2 Manage Multi-Denominational Religious Services Program**

42  
43 The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and  
44 equitable opportunity to practice their respective faiths. The religious services program will comply  
45 with all elements of the ICE standard on Religious Practices.

46  
47 **C.4.6.3 Provide for a Detainee Recreation Program**

48  
49 The Contractor shall develop adequate and meaningful recreation programs for detainees at the  
50 facility. The Contractor shall ensure that sufficient correctional staff members are assigned to  
51 supervise all recreation activities.

52  
53

1 **C.4.6.4 Manage and Maintain a Commissary**

2  
3 A commissary shall be operated by the Contractor as a privilege to detainees who will have the  
4 opportunity to purchase from the commissary at least once per week. These items will not include  
5 those items prohibited by ICE policy. The commissary inventory shall be provided to the CO upon  
6 request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.  
7

8 Revenues are to be maintained in a separate account and not commingled with any other funds. If  
9 funds are placed in an interest bearing account, the interest earned must be credited to the detainee.  
10 Any expenditure of funds from the account shall only be made with the approval of the Contracting  
11 Officer. Any revenues earned in excess of those needed for commissary operations shall be used  
12 solely to benefit detainees at the facility. Profits may also be used to offset commissary staff  
13 salaries. The Contractor shall provide independent auditor certification of the funds to the COTR  
14 every 90 days.  
15

16 At the end of the contract period, or as directed by the Contracting Officer, a check for any balance  
17 remaining in this account shall be made payable to the *Treasury General Trust Fund* and  
18 given/transmitted to the Contracting Officer.  
19

20 Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank  
21 accounts). Outside funds or those generated from work may be used to pay for products and  
22 services from the commissary.  
23

24 **C.4.6.5 Manage and Maintain a Detainee Telephone System**

25  
26 Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on  
27 Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of  
28 privacy and a minimal amount of environmental noise during phone calls.  
29

30 If authorized to do so under applicable law, the Contractor shall monitor and record detainee  
31 conversations. *If detainee telephone conversations can be monitored under applicable law, the*  
32 Contractor shall provide notice to detainees of the potential for monitoring. However, the  
33 Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored  
34 telephone calls to their attorneys.  
35

36 Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable  
37 federal, state and local telephone regulations.  
38

39 **C.4.6.6 Manage a Detainee Work Program**

40  
41 Detainee labor shall be used in accordance with the detainee work plan developed by the  
42 Contractor. The detainee work plan must be voluntary, and may include work or program  
43 assignments for industrial, maintenance, custodial, service or other jobs. The detainee work  
44 program shall not conflict with any other requirements of the contract and must comply with all  
45 applicable laws and regulations. (Attachment 6 - ICE Voluntary Work Program Form)

46 Detainees shall not be used to perform the responsibilities or duties of an *Employee* of the  
47 Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee  
48 workers as appropriate. Detainees shall not be assigned work that is considered hazardous or  
49 dangerous. This includes, but is not limited to, areas or assignments requiring great heights,  
50 extreme temperatures, use of toxic substances and unusual physical demands.

51

1 **C.4.6.7 Provide for the Special Needs of the Female Detainee Population**  
2

3 The Government will be responsible for addressing female health care issues and for providing  
4 programs and services relative to the female gender.  
5

6 **C.4.6.8 Law Library**  
7

8 The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a  
9 multipurpose room for books and materials to provide a reading area "Law Library" - in accordance  
10 with the ICE Legal Materials Access Standard.  
11

12 **C.4.7 Physical Plant**  
13

14 The facility operation and maintenance shall ensure that detainees are housed in a safe, secure and  
15 humane manner. All equipment, supplies and services shall be Contractor furnished except as  
16 otherwise noted.  
17

18 The facility, whether new construction or an existing physical plant, shall be designed, constructed,  
19 operated and maintained in accordance with all applicable federal, state and local laws, regulations,  
20 codes, guidelines and policies. In the event of a conflict between federal, state, or local codes,  
21 regulations or requirements, the most stringent shall apply. In the event there is more than one  
22 reference to a safety, health or environmental requirement in an applicable law, standard, code,  
23 regulation or Government policy, the most stringent requirement shall apply.  
24

25 The institution shall provide housing configurations commensurate with the security needs of the  
26 population.  
27

28 The Contractor shall provide and maintain an electronic security alarm system, which will identify  
29 any unauthorized access to the institution's secure perimeter.  
30

31 The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619,  
32 which stipulates compliance with nationally recognized codes and comply with the latest edition in  
33 effect on the date of proposal submission of one of the following codes:  
34

- 35 (1) The Uniform Building Code (UBC), with the State of facility location's Amendments
- 36 (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- 37 (3) The Standard Building Code (SBC)  
38

39 In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA  
40 NBC or SBC, then the facility shall comply with the BOCA NBC.  
41

42 Whether new construction or existing physical plant, fire protection and life safety issues shall be  
43 governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for  
44 Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC).  
45 Should conflicts occur between NBC and NFC, NFC shall apply.  
46

47 E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the  
48 Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The  
49 seismic safety requirements as set forth in either the 1991 International Conference of Building  
50 Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building  
51 Code Congress) or SBC are the minimum standards. Should the code applicable for the state in  
52 which the facility is located be more stringent than the other codes set forth herein, the state code  
53 shall prevail.  
54

**Comprehensive Secure Detention Services  
San Diego, CA (Otay Mesa)**

**Corrections Corporation of America (CCA)  
Contract Award No. ODT-5-C-0003**

1 The facility, whether new construction or existing physical plant, shall comply with the  
2 requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of  
3 1973 as amended. The standards for facility accessibility by physically handicapped persons as set  
4 forth in "Uniform Federal Accessibility Standards/Fed Std. \_ 795 4/01/88 Edition" (UFAS) shall  
5 apply. All areas of the buildings and site shall meet these requirements.  
6

7 Activities, which are implemented, in whole or in part, with federal funds, must comply with  
8 applicable legislation and regulations established to protect the human or physical environment and  
9 to ensure public opportunity for review. The Contractor shall remain in compliance with federal  
10 statutes during performance of the contract including, but not limited to: the following Acts: Clean  
11 Air, Clean Water, Endangered Species, Resources Conservation and Recovery; and other applicable  
12 laws, regulations and requirements. The Contractor shall also comply with all applicable limitations  
13 and mitigation identified in any Environmental Assessment or Environmental Impact Statement  
14 prepared in conjunction with the contract pursuant to the National Environmental Policy Act,  
15 42U.S.C. 4321.  
16

17 The Contractor shall be responsible for and shall indemnify and hold the Government harmless for  
18 any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance,  
19 any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance  
20 of the contract or any substance, material, equipment, or facility utilized. For the purposes of any  
21 environmental statute or regulation, the Contractor shall be considered the "owner and operator" for  
22 any facility utilized in the performance of the contract, and shall indemnify and hold the  
23 Government harmless for the failure to adhere to any applicable law or regulation established to  
24 protect the human or physical environment. The Contractor shall be responsible in the same manner  
25 as above regardless of whether activities leading to or causing a spill, release, emission or discharge  
26 are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.  
27

28 If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately  
29 reports the incident to the CO. The liability for the spill or release of such substances rests solely  
30 with the Contractor and its agent.  
31

32 A safety program shall be maintained in compliance with all applicable Federal, state and local  
33 laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the  
34 Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR  
35 1910 and 1926.  
36

37 Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation,  
38 suppression and related equipment shall be operated, inspected, maintained and tested in accordance  
39 with the most current edition of the applicable NEC and Life Safety Codes.  
40

41 The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure  
42 perimeter with at least 1.5 candlepower per square foot in all areas.  
43

44 For new construction or existing physical plant, final and completed, the Contractor prior to  
45 issuance of the NTP shall submit design/construction documents to the CO. For all new  
46 construction, the construction schedule shall be updated to reflect current progress and submitted to  
47 the CO on a monthly basis. Government staff will make periodic visits during construction to  
48 verify Contractor progress and compliance with contract requirements. As-built drawings and  
49 current drawings of the buildings and site utilities shall be maintained in a secure location during  
50 construction and contract performance. These updates shall be provided to the CO within 30 days  
51 of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines;  
52 tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc.  
53 Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a  
54 CD-ROM no later than 90 days after issuance of the NTP.  
55

1 Promptly after the occurrence of any physical damage to the institution (including disturbances), the  
2 Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to  
3 repair such damage, to rebuild or restore the institution.  
4

5 A number of Government staff will be on-site to monitor contract performance and manage other  
6 Government interests associated with operation of the facility. Government staff will have full  
7 access to all areas of the facility. A number of ICE, EOIC, and DOJ staff will be operating on site  
8 to conduct IHP operations. Contractor access to Government required space must be pre-approved  
9 by the COTR. In cases of emergency the contractor shall notify the COTR promptly.

10 The Contractor shall provide operational space for ICE, DOJ, and EOIR operations. The DOJ will  
11 require approximately 4,956 square feet; EOIR approximately 9,156 square feet; and ICE  
12 approximately 3,000 square feet. Attachment 7 outlines specific requirements. All office and  
13 multiple use space shall be complete with appropriate electrical, communication, and phone  
14 connections.  
15

16 Government space shall be climate controlled and located consistent with the administrative office  
17 space for the Contractor's staff. Government-occupied space shall be separate from, but accessible  
18 to, detainee housing units and the centralized visiting area. Government-occupied space shall also  
19 be secure and inaccessible to staff, except when specific permission is granted by on-site ICE or  
20 USMS staff. The Contractor shall be responsible for all maintenance, security and costs associated  
21 with space designated for Government staff.  
22

23 The Contractor shall provide no less than 25 parking spaces for Government use.  
24

25 Remote Custody and Secure Transportation Services. Provide transportation services as prescribed  
26 in Section J, Attachment 11.  
27  
28

### 29 Performance Requirements Summary

30 **General:** In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601  
31 Performance-based contracting methods are to ensure that required performance quality levels are achieved  
32 and that total payment is related to the degree that services performed meet contract standards. Further, the  
33 contract specifies procedures for adjustment to the price of a fixed-price contract when services are not  
34 performed or do not meet contract requirements. In addition, Performance-based contracts shall use  
35 measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).  
36  
37

38 IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring  
39 services. These plans shall recognize the responsibility of the contractor to carry out its quality control  
40 obligations and shall contain measurable inspection and acceptance criteria corresponding to the  
41 performance standards contained in the Performance Work Statement. The QASP focuses on the level of  
42 performance required by the Performance Work Statement, rather than the methodology used by the  
43 contractor to achieve that level of performance.  
44

45 **Authority for Inspection and Acceptance.** IAW with the clause located at 52.246-4, Inspection of  
46 Services - Fixed Price, the Government has the right to inspect and test all services called for by the  
47 contract, to the extent practicable at all times and places during the term of the contract.  
48  
49

50 The QASP is not part of the contract nor is it intended to relieve the contractor's quality control  
51 responsibilities. To ensure that services performed conform to contract requirements, the Government may  
52 use one or more inspection review systems.  
53

Comprehensive Secure Detention Services  
San Diego, CA (Otay Mesa)

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1 The contract requirements are divided into various disciplines, each of which has a number of functional  
2 areas. Successful performance of a functional area is essential for successful performance of the related  
3 discipline. Each discipline comprises a specific percentage of the overall contract requirement.  
4 Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.  
5

6 The Government reserves the right to develop and implement new inspection techniques and instructions at  
7 any time during contract performance without notice to the contractor.  
8

#### 9 **Methods of Surveillance**

10 The following methods of surveillance shall be used in the administration of the QCP:  
11  
12

#### 13 **Systematic**

14 Systematic reviews will be scheduled reviews focusing on the functional areas. The review team may  
15 consist of contracted subject matter expert review teams (SME's) of United States Marshal Service  
16 (USMS), Immigration and Customs Enforcement (ICE) and Public Health Services (PHS) personnel.  
17  
18

#### 19 **Ad-Hoc**

20 Reviews will be conducted as a result of special interest arising from routine monitoring of the contractor's  
21 quality control system and unusual occurrences pertaining to the contract or other Government concerns.  
22 The Reviewer's Guide will be used to conduct these reviews.  
23  
24

#### 25 **Facilities**

26 The facility will be reviewed at least once every twelve months in accordance with the terms of the  
27 contract. Reviews may be done on a more frequent basis if specified in the contract, or if facility  
28 performance is found to be substandard.  
29

30 The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be  
31 determined based on performance to be Acceptable: Level of performance in the aggregate meets the  
32 performance standard; deficiencies are minor and no outstanding elements of performance are present  
33 within the review guideline; unacceptable: Level of performance in the aggregate fails to meet the  
34 performance guideline; deficiencies are pervasive. The aforementioned ratings will be applied in relation  
35 to the applicable payment schedule and delivery of services.  
36

#### 37 **Review Process**

38 A facility review will consist of five phases: pre-review preparation, on-site review, report production,  
39 review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-  
40 Risk" performance ratings, the facility will undergo a follow-up review phase. A review for the facility  
41 will not be considered final until the follow-up review phase has been completed. If all of the facility's  
42 reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the  
43 facility has completed any specified corrective actions and action plans. More details on activities that will  
44 occur during each of the review phases are provided in the following sections.  
45  
46

47 **Discovery of Deficiencies** – The review team will investigate and report on any significant and relevant  
48 problems or areas needing improvement. Review team members will also examine the status and results of  
49 corrective actions implemented by the facility after recent reviews to determine whether the deficiencies  
50 have been remedied. Although the review team will consider concerns identified by detainees during  
51 interviews, the government will maintain a separate formal process for evaluating and acting upon formally  
52 lodged detainee complaints.  
53



1 A deficiency is defined as "a facility or facility administration problem or weakness noted by the review  
2 team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing  
3 improvement, but the term "deficiency" also can be used to describe:

- 4  
5 - Deviations from policy or regulation  
6 - Weaknesses in internal controls  
7 - Lack of quality controls  
8 - Failure to observe accepted standards of practice for a particular profession  
9 - Lack of operating efficiency  
10 - Failure to meet program objectives  
11 - Nonconformance with a key standard within the functional areas  
12

13 For each deficiency in a program area discovered during the on-site review, the review team coordinator  
14 will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or  
15 pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the  
16 seriousness, or materiality, of each deficiency, the review team coordinator will consider the risk presented  
17 by the deficiency to the facility's ability to effectively conform to the functional areas. The pervasiveness  
18 of the condition, the magnitude of deviation from expectations, and the effect on the facility's internal  
19 controls will also be weighed.  
20

21 If the review team coordinator concludes that the deficiency is material enough to warrant a significant  
22 finding, the review team will collect and organize evidence of the deficiency in a manner that supports the  
23 significant finding and will investigate its causes and effects for inclusion in the facility review report.  
24 Several detected deficiencies could contribute to one significant finding and one deficiency might provide  
25 evidence for multiple significant findings. Each significant finding presented in the report will describe the  
26 deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and  
27 potential effects, suggest its probable cause, and identify required (binding) and recommended (non-  
28 binding) corrective action(s) to rectify the deficiency.  
29

30 Deficiencies deemed by the review team coordinator to be insufficiently material to justify presentation, as  
31 one or more significant findings will be disclosed in a separate section of the facility review report. This  
32 separate section will include non-binding recommendations for corrective action that the contractor will be  
33 encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by  
34 itself, cause the facility to receive a lower performance rating during its next facility review. However, if  
35 the facility exhibits worsening performance party as a result of not implementing the recommended  
36 corrective action, it could earn a lower performance rating during the next review.  
37

38 **Life-Threatening Conditions and Public Safety Concerns** – Review team members will alert the review  
39 team coordinator to any facility conditions that might pose a threat to detainees' lives or compromise  
40 facility security to a degree that the lives of facility staff or the public are endangered. The Review Team  
41 Coordinator, in turn, will investigate the condition further with review team members. If the review team  
42 coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as  
43 possible, and will encourage the contractor to correct the condition before the on-site inspection is  
44 completed.  
45

46 **Fraud, Abuse, and Illegal Acts** – The review team will inform the review team coordinator if it discovers  
47 any evidence of fraud, abuse, or illegal acts. The review team coordinator will inform the contractor of  
48 these discoveries and will include descriptions of the offending activities in a special and prominent section  
49 of the facility review report.  
50

51 **Hindered Reviews** – Facility programs that cannot be adequately reviewed due to a lack of cooperation  
52 from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with  
53 the review itself will receive an "At-Risk" performance rating for each program that was inadequately  
54 evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible

1 despite the hindrances. The review team will complete a review report that includes descriptions of the  
2 manner in which the review team was prohibited from completing proper program evaluation.

3  
4 **Cancellation of Reviews due to Unforeseen Circumstances** – Scheduled and confirmed facility reviews  
5 that cannot be conducted due to circumstances beyond the control of the facility staff or the review team  
6 (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be  
7 rescheduled for the earliest possible date. The review team coordinator will inform the contractor of the  
8 dates for the rescheduled review within 10 days of the original review's postponement. A contractor can  
9 request a facility review postponement by formally submitting this request to the Review Team  
10 Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review  
11 postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file  
12 of the corresponding facility; this file will include a signed formal letter explaining why the postponement  
13 was needed.

#### 14 **Performance Ratings**

15  
16  
17 The review team will assess and indicate the levels at which each facility performs its prescribed functions.  
18 During a facility review, performance ratings will be assigned to the facility for each of the nine programs  
19 identified by the functional areas. The review team will use the individual program performance ratings to  
20 assign an overall performance rating to the facility and the overall rating will, in turn, influence the  
21 frequency with which the facility is reviewed in the future.

#### 22 **Ratings**

23  
24  
25 The following is a list of ratings that will be used to represent facility program performance:

26  
27 **Excellent:** The program conforms to the functional areas in an exceptional manner and conformance is  
28 maintained with exceptional internal controls. Policies and procedures for achieving the program standards  
29 are documented and adequate for the mission of the facility; the policies and procedures are communicated  
30 to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of  
31 performance in the aggregate exceeds the minimum performance standard by substantial margin;  
32 deficiencies are nonexistent or extremely minor.

33  
34 **Good:** The program conforms to the functional areas in an acceptable manner. Internal controls limit  
35 procedural deficiencies. The facility more than accomplishes the requirements of program standards.  
36 Level of performance in the aggregate meets the performance standard: deficiencies are minor and offset by  
37 outstanding elements of performance within the review guideline.

38  
39 **Acceptable:** The program is meeting the requirements of the functional areas. There are no breakdowns  
40 that would keep the program from continuing to accomplish the mission of the facility. Level of  
41 performance in the aggregate meets the performance standard; deficiencies are minor and there are no  
42 outstanding elements of performance present within the review guideline.

43  
44 **Deficient:** The program is unable to meet the requirements of one or more of the functional areas. Internal  
45 controls are weak, resulting in serious deficiencies in one or more areas. Level of performance in the  
46 aggregate fails to meet the performance standard: deficiencies are pervasive.

47  
48 **At-Risk:** Operation of the program is impaired to the point that the facility is unable to accomplish its  
49 mission. The program is unable to meet the requirements of the functional area and is unlikely to meet  
50 those requirements in the foreseeable future without substantial corrective action. Level of performance in  
51 the aggregate fails to meet the performance standard: deficiencies require immediate corrective actions.

52  
53  
54  
55

1 **Overall Performance Rating**  
2

3 After the individual program performance ratings for a facility have been determined, the Review team  
4 coordinator will assign an overall performance rating to the facility and include the rating in the facility  
5 review team report. The overall facility performance ratings are identical to the program performance  
6 ratings—"Excellent", "Good", "Acceptable", "Deficient", and "At Risk"—but are applied at the discretion  
7 of the Review Team Coordinator, who will examine the individual program performance ratings and  
8 exercise his/her professional judgment of the facility's overall performance. Similarly, review team  
9 members will exercise their professional judgment when reviewing the facility review report and may elect  
10 to change the overall performance rating. However, the overall program performance rating assigned to the  
11 facility will be no more than one level higher than the lowest performance rating received by any of the  
12 nine facility programs. For example, if one of a facility's programs receives a "Deficient" rating, the  
13 overall performance rating for the facility cannot be higher than "Acceptable," even if the facility's other  
14 eight programs all receive "Excellent" ratings.  
15

16 **Review of Conclusions**  
17

18 **Review of Initial Review Report** – The review board will examine the initial facility review report and the  
19 recommendations produced by the review team, and will furnish the review team coordinator with any  
20 changes within 10 calendar days after receiving the report. Review team members will be consulted to  
21 clarify any ratings that appear inconsistent with the report narrative.  
22

23 **Transmittal of Report to Contractor** – The review team coordinator will make the stipulated report  
24 changes within 10 days after receiving comments from the review board, and will transmit the updated  
25 report to the review board, Contracting Officer and contractor. If no corrective actions are required, the  
26 contractor will contact the review team coordinator within 30 days to acknowledge receipt of the report,  
27 and at this time may comment on the contents of the report or the overall rating received. If corrective  
28 actions are required, the contractor will declare either agreement or disagreement with the binding  
29 recommendations in the report. If the contractor is in agreement with the findings, he/she will report back  
30 to the review team coordinator on the steps taken to comply with the binding recommendations within 30  
31 days of receiving the facility review report. For each action that the contractor does not expect to complete  
32 within 30 days, a written action plan identifying target dates for completing each major step will be  
33 developed and included in the report. The review team coordinator will review the contractor  
34 administrator's response to ensure that it is complete and that all required corrective actions have been  
35 taken, or that an action plan has been developed to remedy significant findings within 90 days of the  
36 facility review report issue. The facility review team coordinator will forward all appropriate facility  
37 review documentation to the Contracting Officer, as necessary.  
38

39 **Appeals of Review Findings** – If the contractor disagrees with any finding, binding recommendation, or  
40 performance rating, he or she will submit a formal written appeal to the review board within 30 days of  
41 receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is  
42 unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will  
43 suggest alternative methods of correcting the deficiency or of improving the program. The review board  
44 will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of  
45 receiving the appeal, the review board will decide whether to accept or deny the appeal and will send  
46 formal written notification of this decision through the Contracting Officer to the contractor and review  
47 team. If an appeal is accepted, the review team coordinator will amend the facility review report to reflect  
48 approved changes. After decisions have been reached on any appeals, the review team coordinator will  
49 distribute copies of the final version of the facility review report to all involved parties. The contractor will  
50 implement corrective actions and develop action plans for corrections that cannot be completed within 30  
51 days. Corrective actions described by action plans will be completed within 90 days of the facility review  
52 report.  
53

54 **"Acceptable," "Good," and "Excellent" Program Reviews** – If the final facility review report indicates  
55 that each of the reviewed facility programs received a rating of "Acceptable" or better, the facility review

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1 will be closed after corrective actions have been completed and action plans have been developed, and the  
2 Contracting Officer and contractor will be notified of the closure in writing. Facility programs will be  
3 scheduled for their next reviews in accordance with the scheduling considerations described in Section 3.7  
4 (*Facility Review Scheduling*).

5  
6 **“Deficient” Program Reviews** – Any facility programs receiving a “Deficient” performance rating will  
7 undergo a follow-up review phase immediately after the final review report is issued. The facility review  
8 will not be closed until this follow-up review phase is completed.

9  
10 **“At-Risk” Program Reviews** – If the final report assigned an “At-Risk” performance rating to any facility  
11 program, the detainees will be relocated to alternate facilities, if possible, without creating substantial  
12 difficulties for the affected federal agencies. Any facility programs receiving an “At-Risk” performance  
13 rating will undergo a follow-up review phase immediately after the final review team report is issued. The  
14 facility review will not be closed until this follow-up review phase is completed.

## 15 16 **Follow-up Review**

17  
18 **Communication of Corrective Actions Needed** – The review team coordinator or an assigned monitor  
19 will assist and track the facility’s progress in correcting deficiencies and implementing needed  
20 improvements. As mentioned previously, the contractor is responsible for determining whether the  
21 corrective actions prescribed in the facility review team report can be completed within 30 days of issuance  
22 of the report. For each action that cannot be completed within 30 days, the contractor will develop a  
23 written action plan identifying target dates for completing each major step. All actions will be completed  
24 no more than 90 days after the issue of the final review report. The contractor will send the action plans to  
25 the review team coordinator and Contracting Officer within 30 days of the final facility review report issue.  
26 The review team coordinator will review the action plans and will determine whether they will adequately  
27 address the underlying deficiencies. Any concerns will be discussed immediately with the contractor, who  
28 will formally notify the review team coordinator after all action plans have been completed.

29  
30 **Review of Completed Corrective Actions** – The contractor will implement all corrective actions specified  
31 in the final team report and will formally document the actions taken, sign this document, and submit it to  
32 the review team coordinator or other designated monitor. After receiving documentation of completed  
33 corrective actions and action plans from the contractor, the review team will determine whether to conduct  
34 one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up  
35 inspections will be conducted within 30 days of receipt of documentation from the contractor. This  
36 inspection will focus only on the program(s) affected by the corrective actions. The review team  
37 coordinator will verify that the documentation provided by the contractor is accurate and that the corrective  
38 actions taken do not reduce facility performance in other areas below an “Acceptable” level. The review  
39 team coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to  
40 discuss its preliminary conclusions.

41  
42 **Follow-Up Review Report** – No later than 14 days after the end of the follow-up inspection, the review  
43 team coordinator or monitor will prepare a formal written report presenting the results of the follow-up  
44 review, and will submit this report to the contractor and review board. If no on-site inspection is done, the  
45 report will be completed within 30 days of receipt of documentation from the contractor. This report will  
46 indicate whether the corrective actions sufficiently improve the affected facility programs to an  
47 “Acceptable” performance level or better. If the review team coordinator or monitor deems that facility  
48 changes are adequate, the follow-up review and facility review will be closed, the Contracting Officer and  
49 the contractor will be notified of the closure. None of the performance ratings for facility programs will be  
50 altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and  
51 the next facility program reviews will be scheduled according to the procedures described previously.

52  
53 **Appeals of Follow-Up Conclusions** – If the review team coordinator or monitor concludes that the  
54 corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an

1 "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion.  
2 To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up  
3 analysis and explaining why the facility's improvements meet the corrective actions prescribed. The  
4 review board will weigh the appeal and issue a decision no later than 10 days after receiving it. The  
5 follow-up review report will be amended to reflect the review board's decision, if the review board agrees  
6 with the contractor argument. The follow-up review and facility review will be closed, the Contracting  
7 Officer and contractor will be notified of the closure, and the next facility program reviews will be  
8 scheduled.  
9

10 If the contractor does not appeal the conclusion (i.e., that program performance has not improved to a  
11 rating of "Acceptable" or better), or if the review board denies the contractor appeal of this conclusion, the  
12 review board will decide the course on which to proceed with the facility. In such a case, the review board  
13 could elect to terminate use of the facility and relocate detainees to a suitable facility. If the facility review  
14 process determines that a non-federal facility is at-risk and has become unsuitable for continued housing of  
15 federal detainees, the review coordinator will immediately telephonically contact, and provide written  
16 notification of the facility's status to, the USMS and/or ICE for consultation prior to the removal of any  
17 detainees from that facility. If there is substantial demand for the facility's bed space, and the facility  
18 displays the desire and ability to improve deficiencies, the review board might choose to instead have the  
19 facility undergo another follow-up review cycle. In this scenario, the sequence of actions will be identical  
20 to those described at the beginning of the follow-up review phase. Although the same review team  
21 coordinator or monitor will not necessarily be assigned to the second follow-up review cycle, doing so will  
22 promote efficiency. If the problematic facility programs still do not meet or exceed "Acceptable" levels  
23 after the second follow-up review cycle; the review board could specify additional review cycles.  
24 However, because significant staff resources are required for each review cycle, the benefit of continuing  
25 the follow-up review process rather than waiting until the next regularly scheduled review will be carefully  
26 considered.  
27

28 **Waivers and Modified Use Agreements** – If the review board determines that detainees will not be  
29 removed from the facility, the review board could waive conformance to certain evaluation criteria,  
30 possibly limiting the facility to modified use. The review team might prefer one of these alternatives to  
31 terminating or delaying the government's use of a facility, particularly if no suitable alternate facilities are  
32 available for use. A waiver typically will be issued for each deficiency that prohibits a facility program  
33 from being evaluated as "Acceptable" or better. Several waivers could be issued for a given facility. Any  
34 waivers that the review board issues will have expiration dates not exceeding 12 months from date of issue,  
35 will be signed by the review board leader, and will be referenced in the follow-up review and facility  
36 review reports. Waiver copies will be distributed to the contractor and to review team coordinator for  
37 placement in the follow-up review report.  
38

39 Modified facility use could be ordered if, by restricting its use, the facility could house detainees without  
40 compromising detainee safety and security. For example, a facility that does not successfully complete the  
41 follow-up review process might be prohibited from housing detainees for more than 72 consecutive hours,  
42 pursuant to a temporary use agreement. Decisions to permit modified facility use will be formally  
43 documented and disseminated similarly to waivers. After the necessary waivers and restrictions have been  
44 obtained, the follow-up review and facility review will be closed, the contractor will be notified of their  
45 closure, and the next facility program reviews will be scheduled. Again, none of the performance ratings  
46 for facility programs will be altered as a result of the follow-up review.  
47

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

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The PRS and Reviewers Guide identify:

- Each contract requirement, the functional areas, and quality level essential for successful performance of each contract requirement;
- Summarize the functional areas; and
- Specify the maximum percentage of total reduction in contract price attributable to each contract requirement.

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| <b>Administration and Management</b> - 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>Reduction: 10%</b>   |   |
| <b>Functional Areas</b>   | Policy Development and Monitoring (A.1)<br>Internal Inspections and/or Reviews (A.2) (K.1)<br>Detainee Records (A.3)<br>Admission and Orientation (A.4 ICE Access Standard)<br>Personal Property and Monies (A.5) (K.2)<br>Detainee Release (A.6) (K.3)<br>Accommodations for the Disabled (A.7)<br>Policy On Staffing (A.8)<br>Quality Control (A.9)   |
| <b>Security and Control</b> - 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>Reduction: 25%</b>   |   |
| <b>Functional Areas</b>   | Post Orders (C.1) (K.6)<br>Permanent Logs (C.2)<br>Security Features (C.3) (K.7)<br>Security Inspections and/or reviews (C.4) (K.8)<br>Control of Contraband (C.5)<br>Detainee Searches (C.6)<br>Detainee Accountability and Supervision (C.7)<br>Use of Force (C.8)<br>Non-routine Use of Restraints (C.9)<br>Tool & Equipment Control (C.10)<br>Weapons Control (C.11)<br>Detainee Discipline (C.12)<br>Supervision for Special Housing (C.13)<br>Contingency/Emergency Plan (C.14) (K.9) |
| <b>Food Service</b> - addresses basic sanitation procedures and the adequacy of meals provided to detainees   |   |
| <b>Reduction: 15%</b>   |   |
| <b>Functional Areas</b>   | Sanitation Requirements (D.1) (K.10)<br>Ensure Meals are Varied (D.2) (K.11)<br>Special Diets (D.3)   |
| <b>Staff and Detainee Communication</b> - addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff   |   |

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| <b>Reduction: 5%</b>  |  |
| Functional Areas  | Staff-Detainee Communication (E.1) (K.12)<br>Diversity Training (E.2)<br>Detainee Grievances (E.3) (K.13)  |
| <b>Safety and Sanitation</b> - 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  |  |
| <b>Reduction: 15%</b>   |  |
| Functional Areas  | Fire Safety (F.1)<br>Non-Hazardous Furnishings (F.2)<br>Control of Dangerous Materials (F.3)<br>Environmental Control (F.4)<br>Clothing and Bedding (F.5) (K.14)<br>Personal Hygiene/Well-being (F.6)<br>Physical Facility and Equipment (F.7) (K.15)  |
| <b>Services and Programs</b> - addresses detainee classification; religious practices; work assignments; juvenile needs; 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>Reduction: 25%</b>   |  |
| Functional Areas  | Classification, Review, and Housing (G.1) (K.16)<br>Religious Practices (G.2) (K.17)<br>Volunteer Work Assignments (G.3)<br>Work Assignments and Security (G.4)<br>Juvenile Needs (G.5 Not Applicable)<br>Exercise and Out-of-Cell Opportunities (G.6)<br>Legal Materials (G.7 ICE Access Standard)<br><br>Legal Representation (G.8 ICE Access Standard) (K.18)<br><br>Telephone Access (G.9 ICE Access Standard)<br>Visitation Privileges (G.10 ICE Access Standard)<br>Detainee Mail and Correspondence (G.11) (K.19) |
| <b>Workforce Integrity</b> - addresses 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>Reduction: 2.5%</b>  |  |
| Functional Areas  | Staff Background and Reference Checks (H.1)<br>Staff Training, Licensing, and Credentialing (H.2)<br>Staff Misconduct (H.3)  |
| <b>Detainee Discrimination</b> - addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability   |  |
| <b>Reduction: 2.5%</b>  |  |
| Functional Areas  | Discrimination Prevention (I.1)  |

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**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-5-C-0003).



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 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.

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**SECTION F**

**DELIVERIES OR PERFORMANCE**

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

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

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

|  | <b>NUMBER</b> | <b>DATE</b> | <b>TITLE</b>             |
|--|---------------|-------------|--------------------------|
|  | 52.242-15     | AUG 1989    | STOP-WORK ORDER          |
|  | 52.242-17     | APR 1984    | GOVERNMENT DELAY OF WORK |

**F.2 PERFORMANCE**

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

The performance period of the contract shall be effective from the NTP through September 30, 2008 with the Government's unilateral right to exercise the five (5) individual three-year option periods in accordance with the terms of this contract.

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G.1 CONTRACTING OFFICER (CO).** The following Contracting Officer will represent the Government for the purpose of this contract:

**Lori. A. Ray**  
Office of the Federal Detention Trustee  
National Place Building, Suite 1210  
1331 Pennsylvania Ave, NW  
Washington DC, 20530  
Phone: 202-353-4601  
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. Pavel Vosatka, of the Office of the Federal Detention Trustee, National Place Building, Suite 1210, 1331 Pennsylvania Ave, NW, Washington DC, 20530, Phone: 202-353-4601, Fax: 202-353-4611, is hereby designated to 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.

(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. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

**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;

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- 1           ▪ Name, title, and phone number of person to notify in event of defective invoice; and  
2           ▪ Taxpayer Identification Number; and  
3           ▪ Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment  
4           by Electronic Funds Transfer—Central Contractor Registration.  
5           ▪ Monthly vacancy rate (Section C, page 32, line 38)  
6

7 **G.4 KEY PERSONNEL**  
8

9 In accordance with the clause entitled "Changes in Key Personnel" included in Section H.1, the following  
10 positions are considered key personnel:  
11

12 Project Coordinator  
13 Facilities Director  
14 Case Management Coordinator  
15 Facility Manager/Administrator  
16 Administrator Religious Activities  
17 Chief Security Supervisor and Shift Supervisors  
18 Computer Services Manager  
19 Food Service Administrator  
20 Records Office Manager  
21 Quality Control Specialist  
22 Safety/Environmental Specialist  
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**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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

Following contract award, any change in key personnel listed in Section C, paragraphs 32, line 22 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 will 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 is required. The Contract Manager, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

**H.3 INSURANCE REQUIREMENTS.**

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

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

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

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

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

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

**PART II - CONTRACT CLAUSES**

**SECTION I**

**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

**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 | JUN 2003  | 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  | JUL 1995  | 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 | OCT 1997  | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT 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  | JAN 2002  | 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  |

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|----|-----------|----------|---|
| 1  | 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES            |
| 2  | 52.222-26 | APR 2002 | EQUAL OPPORTUNITY                               |
| 3  | 52.222-35 | DEC 2001 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED          |
| 4  |           |          | VETERANS, VETERANS OF THE VIETNAM ERA,          |
| 5  |           |          | AND OTHER ELIGIBLE VETERANS                     |
| 6  | 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH             |
| 7  |           |          | DISABILITIES                                    |
| 8  | 52.222-37 | DEC 2001 | EMPLOYMENT REPORTS ON SPECIAL DISABLED          |
| 9  |           |          | VETERANS, VETERANS OF THE VIETNAM ERA, AND      |
| 10 |           |          | OTHER ELIGIBLE VETERANS                         |
| 11 | 52.222-41 | MAY 1989 | SERVICE CONTRACT ACT OF 1965, AS AMENDED        |
| 12 | 52.222-43 | MAY 1989 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT   |
| 13 |           |          | ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION |
| 14 |           |          | CONTRACTS)                                      |
| 15 | 52.222-44 | FEB 2004 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT   |
| 16 |           |          | ACT - PRICE ADJUSTMENT                          |
| 17 | 52.223-3  | JAN 1997 | HAZARDOUS MATERIAL IDENTIFICATION AND           |
| 18 |           |          | MATERIAL SAFETY DATA                            |
| 19 | 52.223-6  | MAY 2001 | DRUG-FREE WORKPLACE                             |
| 20 | 52.223-12 | MAY 1995 | REFRIGERATION EQUIPMENT AND AIR CONDITIONERS    |
| 21 | 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING                |
| 22 | 52.224-1  | APR 1984 | PRIVACY ACT NOTIFICATION                        |
| 23 | 52.224-2  | APR 1984 | PRIVACY ACT                                     |
| 24 | 52.227-1  | JUL 1995 | AUTHORIZATION AND CONSENT                       |
| 25 | 52.227-2  | AUG 1996 | NOTICE AND ASSISTANCE REGARDING PATENT AND      |
| 26 |           |          | COPYRIGHT INFRINGEMENT                          |
| 27 | 52.229-3  | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES                 |
| 28 | 52.246-4  | AUG 1996 | INSPECTION OF SERVICES -- FIXED-PRICE           |
| 29 | 52.232-1  | APR 1984 | PAYMENTS  |
| 30 | 52.232-8  | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT                    |
| 31 | 52.232-9  | APR 1984 | LIMITATION ON WITHHOLDING OF PAYMENTS           |
| 32 | 52.232-11 | APR 1984 | EXTRAS  |
| 33 | 52.232-17 | JUN 1996 | INTEREST  |
| 34 | 52.232-18 | APR 1984 | AVAILABILITY OF FUNDS                           |
| 35 | 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS                            |
| 36 | 52.232-25 | OCT 2003 | PROMPT PAYMENT                                  |
| 37 | 52.232-33 | OCT 2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL    |
| 38 |           |          | CONTRACTOR REGISTRATION                         |
| 39 | 52.233-1  | JUL 2002 | DISPUTES Alternate I (DEC 1991)                 |
| 40 | 52.233-3  | AUG 1996 | PROTEST AFTER AWARD                             |
| 41 | 52.233-4  | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM     |
| 42 | 52.237-3  | JAN 1991 | CONTINUITY OF SERVICES                          |
| 43 | 52.242-13 | JUL 1995 | BANKRUPTCY                                      |
| 44 | 52.243-1  | AUG 1987 | CHANGES - FIXED-PRICE Alternate I (APR 1984)    |
| 45 | 52.244-6  | JUL 2004 | SUBCONTRACTS FOR COMMERCIAL ITEMS               |
| 46 | 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY - SERVICES              |
| 47 | 52.248-1  | FEB 2000 | VALUE ENGINEERING                               |
| 48 | 52.249-2  | MAY 2004 | TERMINATION FOR CONVENIENCE OF THE              |
| 49 |           |          | GOVERNMENT (FIXED-PRICE)                        |
| 50 | 52.249-8  | APR 1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)        |
| 51 | 52.253-1  | JAN 1991 | COMPUTER GENERATED FORMS                        |
| 52 |           |          |   |
| 53 |           |          |   |
| 54 |           |          |   |
| 55 |           |          |   |

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

2  
3 This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding  
4 until so approved.  
5

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

7  
8 The Contractor shall make the following notifications in writing:  
9

10 (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur,  
11 that could result in changes in the valuation of its capitalized assets in the accounting records, the  
12 Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.  
13

14 (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any  
15 other cost changes have occurred or are certain to occur as a result of a change in ownership.  
16

17 (b) The Contractor shall --

- 18  
19 (1) Maintain current, accurate, and complete inventory records of assets and their costs;  
20 (2) Provide the ACO or designated representative ready access to the records upon request;  
21 (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or  
22 amortization, and remaining useful lives are identified accurately before and after each of the Contractor's  
23 ownership changes; and  
24 (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records  
25 maintained before each Contractor ownership change.  
26

27 (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet  
28 the applicability requirement of FAR 15.408(k).  
29

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

31  
32 The Government may require continued performance of any services within the limits and at the rates  
33 specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates  
34 provided by the Secretary of Labor. The option provision may be exercised more than once, but the total  
35 extension of performance hereunder shall not exceed 6 months.  
36

37 The Contracting Officer may exercise the option by written notice to the Contractor within the current  
38 performance period.  
39

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

41  
42 (a) The Government may extend the term of this contract by written notice to the Contractor within 60  
43 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend  
44 at least 60 days before the contract expires. The preliminary notice does not commit the Government to an  
45 extension.  
46

47 (b) If the Government exercises this option, the extended contract shall be considered to include this option  
48 clause.  
49

50 (c) The total duration of this contract, including the exercise of any options under this clause, shall not  
51 exceed 18 years.  
52  
53  
54  
55



**Comprehensive Secure Detention Services  
San Diego, CA (Otay Mesa)**

**Corrections Corporation of America (CCA)  
Contract Award No. ODT-5-C-0003**

1 **I.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**  
2

3 In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of  
4 Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed  
5 under the contract and states the wages and fringe benefits payable to each if they were employed by the  
6 contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.  
7

8 **(See Section J, Attachment 1)**  
9

10 **I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)**  
11

12 (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause  
13 with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.  
14

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

**Comprehensive Secure Detention Services  
San Diego, CA (Otay Mesa)**

**Corrections Corporation of America (CCA)  
Contract Award No. ODT-5-C-0003**

1  
2  
3  
4  
5

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

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| 2                     | Standards of Contractor Employee Conduct | 5                   |
| 3                     | Contractor Background Investigations     | 10                  |
| 4                     | Reserved                                 | 6                   |
| 5                     | Reserved                                 |                     |
| 6                     | ICE Voluntary Work Program               | 1                   |
| 7                     | Space Requirements                       | 8                   |
| 8                     | Reserved                                 |                     |
| 9                     | Reserved                                 |                     |
| 10                    | Reserved                                 |                     |
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8

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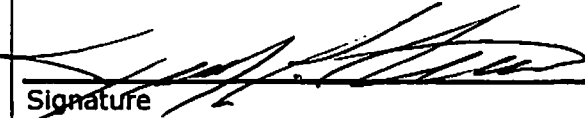
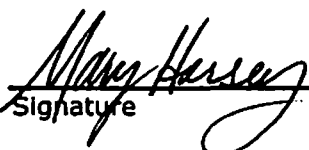




# EXHIBIT S

**U. S. Department of Justice  
United States Marshals Service**

**Detention Services  
Intergovernmental Agreement**

|   |  |   |                               |
|---|--|---|-------------------------------|
| 1. Agreement Number<br>11-09-0034   | 2. Effective Date<br>See Block 19  | 3. Facility Code(s)<br>9MJ  | 4. DUNS Number<br>00-766-9216 |
| 5. Issuing Federal Agency<br>United States Marshals Service<br>Prisoner Operations Division<br>Office of Interagency Agreements<br>Washington, DC 20530-1000  |  | 6. Local Government<br>Contra Costa County<br>West County Detention Facility<br>5555 Giant Highway<br>Richmond, CA 94806<br>Tax ID#: 94-6000509   |                               |
| 7. Appropriation Data<br><br>15X1020  |  | 8. Local Contact Person<br>[REDACTED]   |                               |
|   |  | 9. Tel: [REDACTED]<br>Email: [REDACTED]   |                               |
| <b>Services</b>   |  | <b>Estimated Number of Federal Beds</b>   | <b>Per-Diem Rate</b>          |
| 10. This agreement is for the housing, safekeeping, and subsistence of federal prisoners, in accordance with content set forth herein.  |  | 11. Adult Male: 50<br><br>Adult Female: 25  | 12. \$82.00                   |
| 13. Optional Guard/Transportation Services to:<br><br><input checked="" type="checkbox"/> Medical Facility<br><br><input type="checkbox"/> U.S. Courthouse  |  | 14. Guard/Transportation Hourly Rate: \$N/A<br><br>Mileage shall be reimbursed by the Federal Government at the GSA Federal Travel Regulation Mileage Rate.   |                               |
| 15. Local Government Certification<br><br><i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct, this document has been duly authorized by the body governing the Department or Agency and the Department or Agency will comply with all provisions set forth herein.</i> |  | 16. Signature of Person Authorized to Sign (Local)<br><br><br>Signature<br><br>Joseph Caruso<br>Print Name<br><br>Commander<br>Title<br><br>Sept 1 2009<br>Date         |                               |
| 17. Prisoner and Detainee Type Authorized<br><br><input checked="" type="checkbox"/> Adult Male<br><input checked="" type="checkbox"/> Adult Female<br><input type="checkbox"/> Juvenile Male<br><input type="checkbox"/> Juvenile Female   | 18. Other Authorized Agency User<br><br><input type="checkbox"/> BOP<br><input type="checkbox"/> ICE | 19. Signature of Person Authorized to Sign (Federal)<br><br><br>Signature<br><br>Mary Horsey<br>Print Name<br><br>Grants Specialist<br>Title<br><br>SEP 21 2009<br>Date |                               |



Agreement Number 11-09-0034

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Agreement Number 11-09-0034

## **Authority**

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Acts of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Contra Costa County** (hereinafter referred to as the "Local Government"), who hereby agree as follows:

## **Purpose of Agreement and Security Provided**

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) to house federal detainees with the Local Government at the **West County Detention Center** (hereinafter referred to as "the facility").

The population (hereinafter referred to as "federal detainees") will include individuals charged with federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the facility. Detainees shall also be housed in a manner that is consistent with federal law and the Federal Performance-Based Detention Standards.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the facility and to the federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

## **Period of Performance**

This Agreement is effective upon the date of signature of both parties, and remains in effect unless terminated by either party with written notice. The Local Government shall provide no less than one-hundred twenty (120) calendar days notice of their intent to terminate. Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

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## **Assignment and Outsourcing of Jail Operations**

Overall management and operation of the facility housing federal detainees may not be contracted out without the prior express written consent of the Federal Government.

### **Medical Services**

The Local Government shall provide federal detainees with the full range of medical care **inside** the detention facility. The level of care inside the facility should be the same as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the facility to federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over the counter prescriptions and, any prescription medications routinely stocked by the facility which are provided to federal detainees. The cost of all of the above-referenced medical care is covered by the federal per diem rate. However, if dialysis is provided within the facility, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the facility to federal detainees. The Federal Government must be billed directly by the medical care provider **not** the Local Government. In order to ensure that Medicare rates are properly applied, medical claims for federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms in order to be re-priced at Medicare rates in accordance with Title 18, USC Section 4006. The Local Government is required to immediately forward all medical claims for federal detainees to the Federal Government for processing.

All **outside** medical care provided to federal detainees must be pre-approved by the Federal Government. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the federal detainee's illness or injury as well as the types of treatment provided.

Medical care for federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards ([www.usmarshals.gov/prisoner/standards.htm](http://www.usmarshals.gov/prisoner/standards.htm)) and in compliance with USMS Inspection Guidelines, Form USM-218 Detention Facility Investigative Report. The Local Government is responsible for all associated medical recordkeeping.

The facility shall have in place an adequate infectious disease control program which includes testing of all federal detainees for Tuberculosis (TB) as soon as possible after intake (not to exceed 14 days). When Purified Protein Derivative (PPD) skin tests are used, they shall be read between 48 and 72 hours after placement.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the federal detainee's

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medical record. Special requests for expedited TB testing and clearance (to include time-sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable disease such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a federal detainee is being transferred and/or released from the facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the facility. When possible, generic medications should be prescribed. Medical records must travel with the federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent federal prisoners.

### **Receiving and Discharge of Federal Detainees**

The Local Government agrees to accept federal detainees only upon presentation by a law enforcement officer of the Federal Government with proper agency credentials.

The Local Government shall not relocate a federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government.

The Local Government agrees to release federal detainees only to law enforcement officers of the Federal Government agency initially committing the federal detainee (i.e., Drug Enforcement Administration, Immigration and Customs Enforcement, etc.) or to a Deputy United States Marshal (DUSM). Those federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the district United States Marshal (USM).

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### **Optional Guard/Transportation Services to Medical Facility**

If Medical Facility in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at their facility to and from a medical facility for outpatient care, and transportation and stationary guard services for federal detainees admitted to a medical facility.

These services should be performed by [REDACTED] qualified law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local USM.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Optional Guard/Transportation Services to U.S. Courthouse**

If U.S. Courthouse in block 13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at [REDACTED] law enforcement or correctional officer personnel. If the Local Government is unable to meet this requirement, the Local Government may seek a waiver of this requirement from the local U.S. Marshal.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to any U.S. Courthouse without a specific request from the USM who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

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If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on page one (1) of this Agreement. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

### **Special Notifications**

The Local Government shall notify the Federal Government of any activity by a federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a federal detainee. The Local Government shall use all reasonable means to apprehend the escaped federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a federal detainee is involved in an attempted escape or conspiracy to escape from the facility.

In the event of the death or assault of a federal detainee, the Local Government shall immediately notify the Federal Government.

### **Prisoner Rape Elimination Act (PREA)**

The facility is requested to post the Prisoner Rape Elimination Act brochure/bulletin in each housing unit of the facility. All detainees have a right to be safe and free from sexual harassment and sexual assaults. (See Attached)

### **Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: [www.arnet.gov](http://www.arnet.gov).

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

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## **Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;
3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is **\$82.00**, and shall not be subject to adjustment on the basis of **Contra Costa County** actual cost experience in providing the service. **The per-diem rate shall be fixed for a period from the effective date of the Agreement forward for thirty-six (36) months.** The per-diem rate covers the support of one (1) federal detainee per "federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request through the Electronic Intergovernmental Agreements area of the Detention Services Network (DSNetwork). All information pertaining to the jail on the DSNetwork will be required before a new per-diem rate can be considered.

## **Billing and Financial Provisions**

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for federal detainees housed at the facility.

Addresses for the components are:

**United States Marshals Service  
Northern District of California  
U.S. Courthouse/Philip Burton Bldg.  
450 Golden Gate Avenue, Room 20-6888  
San Francisco, CA 94102  
(415) 436-7677**

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To constitute a proper monthly invoice, the name and address of the facility, the name of each federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per-diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address and telephone number of the Local Government official responsible for invoice preparation.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

### **Payment Procedures**

The Federal Government will make payments to the Local Government on a monthly basis, promptly after receipt of an appropriate invoice. The Local Government shall provide a remittance address below:

**Contra Costa County  
5555 Giant Highway  
Richmond, CA 94806**

### **Modifications and Disputes**

Either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both parties agree they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

### **Inspection of Services**

The Local Government agrees to allow periodic inspections of the facility by Federal Government inspectors. Findings of the inspection will be shared with the facility administrator to promote improvements to facility operations, conditions of confinement, and levels of services.

### **Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and be provided copies of any pleadings filed or said litigation within five (5) working days of the filing.



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The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

## **Prisoner Rape Elimination Act Reporting Information**

### **SEXUAL ASSAULT AWARENESS**

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

### **Definitions**

#### **A. Detainee-on-Detainee Sexual Abuse/Assault**

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

#### **B. Staff-on-Detainee Sexual Abuse/Assault**

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

#### **C. Staff Sexual Misconduct is:**

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

### **Prohibited Acts**

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- **Using Abusive or Obscene Language**
- **Sexual Assault**
- **Making a Sexual Proposal**
- **Indecent Exposure**
- **Engaging in Sex Act**

### **Detention as a Safe Environment**

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

### **Confidentiality**

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

### **Report All Assaults!**

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains,

medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

**Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.**

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QuickTime™ and a decompressor are needed to see this picture

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